DOCUMENT RESUME

ED 257 403 HE 018 458

TITLE	Agreement between the Administration of St. John's University, New York and the St. John's Chapter of the American Association of University Professors--Faculty Association at St. John's University, 1982-1985.
INSTITUTION	American Association of Univ. Professors, Washington, D.C.; Saint John's Univ., Jamaica, N.Y.
PUB DATE	1 Jul 82
NOTE	60p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF01/PC03 Plus Postage.
DESCRIPTORS	Arbitration; *Collective Bargaining; *College Faculty; *Contracts; Department Heads; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; Leaves of Absence; Librarians; Personnel Policy; *Private Colleges; Reduction in Force; Released Time; Teacher Employment Benefits; Teacher Retirement; Teacher Salaries; Tenure; Unions
IDENTIFIERS	*AAUP Contracts; American Association of University Professors; Personnel Files; Program Discontinuance; *Saint Johns University NY; Union Rights

ABSTRACT

The collective bargaining agreement between St. John's University, New York, and St. John's Chapter (650 members) of the American Association of University Professors (AAUP) and the St. John's Faculty Association (FA) covering the period July 1, 1982-June 30, 1985 is presented. Items covered in the agreement include: AAUP recognition, relationship between the AAUP-FA and the administration, past practices, academic rank and qualifications, faculty appointments, academic freedom, tenure and promotion procedures, course load reductions for research, department chairs, teaching load and course scheduling, professional librarians and clinical pharmacy faculty, instructional preparations, aid for St. Vincent's College, reduced teaching load for members of AAUP-FA grievance committee, adjunct faculty, academic calendar, intercampus travel, personnel files, program reduction or elimination, retention of employment, union use of university facilities, secretarial and ancillary services, salaries, retirement annuity plan, medical and dental insurance, disability and group insurance, travel insurance, retirees' life insurance, tuition waiver, research leaves, disability and sick leaves, leaves of absence without pay, retirement, grievance and arbitration procedures, nondiscrimination, no strikes/lockouts, separability, and successor clause. Appendices include: the New York State Labor Relations Board Order and Certification of Representatives, and memoranda of understanding regarding the collective bargaining agreement. (SW)

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ED257403

Agreement

between the

Administration of St. John's University, New York

and the

St. John's Chapter of The American Association of University Professors – Faculty Association at St. John's University

1982-1985

HE018458

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AGREEMENT

THIS AGREEMENT is made as of July 1, 1982, by and between the Administration of St. John's University, New York (the "Administration") and the St. John's Chapter of the American Association of University Professors-Faculty Association at St. John's University (the "AAUP-FA").

PREAMBLE

The intent and the purpose of this Agreement are to promote and improve the quality and effectiveness of education at St. John's University, New York (the "University") and to maintain high standards of academic excellence in all phases of instruction at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest, and through the establishment of basic understandings relative to personnel policies, practices and procedures and matters affecting other conditions of employment.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning; that the faculty is particularly qualified to assist in formulating educational policies and developing educational programs; that the University has responsibility to present and make available to the student body the kind and degree of learning that meet the highest standards of higher education; and that these objectives can be materially advanced by conducting uninterrupted courses of study. It is further recognized that the roles and responsibilities of the Administration and the faculty are interdependent in the determination and implementation of educational policy and objectives and require the broadest possible cooperation and the fullest exchange of information and opinion with regard to such educational matters. To meet these goals, the parties have endorsed in principle the general educational philosophy of the 1966 Statement on Government of Colleges and Universities (the "1966 Statement") of the American Association of University Professors and have incorporated certain specific provisions of the 1966 Statement into the Agreement.

Now, therefore, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

§1.1 The Administration hereby recognizes the AAUP-FA as the exclusive bargaining representative for all full and regular part-time members of the faculty presently or hereafter employed by the University in the bargaining unit set forth in the certification issued by the New York State Labor Relations Board, dated April 22, 1970 (Appendix A; the "faculty").

§1.2 The parties agree that, in the event that there is any merger or consolidation with any other educational institution, or an acquisition of any other educational institution, the faculty members of such other

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educational institution who become employed by the University shall become members of the bargaining unit herein. In the event, however, that such faculty members are members of a collective bargaining unit and a contract for such unit is in effect at the time of such merger, consolidation or acquisition, such faculty members shall not be required to become or remain part of the instant bargaining unit.

ARTICLE II

GENERAL RELATIONSHIP BETWEEN THE AAUP-FA AND THE ADMINISTRATION

§2.1 This Agreement shall be binding upon and is exclusively between the AAUP-FA and the Administration unless otherwise specified herein. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP-FA and the Administration unless otherwise specifically provided herein.

§2.2 This Agreement shall not be construed to repeal, rescind or otherwise modify any of the provisions of the Statutes of the University, as amended, or any future amendments thereto by the Board of Trustees (the "Statutes") which are not in conflict with this Agreement. The provisions of the Statutes which are not in conflict with the provisions of this Agreement shall be assimilated into and made part of any individual contract of employment between a faculty member and the University. In the event of a conflict between the provisions of the Statutes and the terms of this Agreement, the latter shall be controlling.

§2.3 The rights, privileges and obligations of faculty members set forth in this Agreement shall be assimilated into and made part of any individual contract of employment between a faculty member and the University; all such rights, privileges and obligations claimed under such individual contracts of employment shall be enforceable only through the procedures hereinafter set forth in this Agreement or the Statutes, whichever is applicable. In the event of a conflict between terms of an individual contract and the terms of this Agreement, the latter shall be controlling. This Agreement shall be incorporated by reference into employment contracts issued to faculty members. All faculty members shall be furnished with a copy of this Agreement by the Administration, and, upon request, with a copy of the University Statutes. The Administration shall also furnish to the faculty copies of any amendments to the Statutes.

§2.4 a. The parties hereby incorporate into this Agreement Part V of the 1966 Statement insofar as it is applicable to the University and to the extent set forth below.

The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process. Faculty status includes appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure and dismissal. The primary responsibility of the faculty for such matters is based upon the fact that its judgment is central to general educational policy. Furthermore, scholars in a particular field or activity have the chief competence for judging the work of their colleagues; in such competence it is implicit

that responsibility exists for both adverse and favorable judgments. Likewise there is the more general competence of experienced faculty personnel committees having a broader charge.

Determinations in these matters should first be by faculty action through established procedures, reviewed by the chief academic officers with the concurrence of the Board of Trustees. On these matters the power of review or final decision is lodged in the governing board or delegated by it to the President. The decision shall ordinarily concur with faculty determinations expressed through the appropriate University bodies or agencies in those areas, referred to above, where the faculty has primary responsibility, except in rare circumstances and for compelling reasons. The reasons for the failure to concur shall be communicated to the faculty. The faculty, following such communication of failure to concur, shall have the opportunity for further consideration and further transmittal of its views to the President or to the Board of Trustees. Budgets, manpower limitations, the time element and the policies of other groups, bodies and agencies having jurisdiction over the institution may set limits to realization of faculty advice.

When educational policies have been established by the Board of Trustees, after such consultations and/or discussions as may be required in the Statutes or in this Agreement, it becomes the responsibility primarily of the faculty to determine appropriate curriculum and procedures of student instruction. The faculty sets the requirements for the degrees offered in course, determines when the requirements have been met, and recommends to the President and Board that the degrees thus achieved be granted.

Agencies for faculty participation in the government of the University have been established by the Statutes and by this Agreement at each level where faculty responsibility is present. The structure and procedures for faculty participation shall be established, modified or abridged only by joint action of the components of the institution. Faculty representatives shall be selected by the faculty, according to procedures determined by the faculty.

b. The AAUP-FA and the Administration, by the provisions of Section 2.4(a)[1] hereof and by the incorporation of the Statutes into this Agreement, have recognized and continue to recognize the desirability of participation by the faculty in various areas specified therein as well as the desirability of generally resting final authority in the Administration, as specified therein. To these ends, the parties agree that all rights, powers and authority of the Administration which have not been abridged or modified by this Agreement are retained by the Administration. The existence and right to exercise such powers and authority shall not be subject to the grievance-arbitration procedures set forth in this Agreement, but any claim of arbitrary, unreasonable or discriminatory exercise of such powers and authority relating to the terms and conditions of employment shall be subject to such grievance-arbitration procedures.

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1. Except as otherwise provided, all references are to articles and/or sections of this Agreement.

§2.5 The presently constituted organizations within the University (e.g., the University Senate, Faculty Councils, Departmental Personnel and Budget Committees, etc.) or any other or similar body composed in whole or in part of the faculty, shall continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind or otherwise modify the terms and conditions of this Agreement.

§2.6 Nothing contained in this Agreement shall be construed to limit the freedom of the Administration to recognize and deal with external educational associations; accrediting agencies; and professional organizations, such as the national office of the American Association of University Professors, provided, however, that such recognition or dealing shall not repeal, rescind or otherwise modify the terms and conditions of this Agreement.

§2.7 Where the University acts as a contractor with any outside institution or governmental agency and the services of faculty members (other than teaching services for which semester hours of credit are given) are utilized by the Administration in order to fulfill such a contracting, the Administration and the faculty member shall mutually agree upon the terms and conditions of such additional employment. Any such agreement shall be reduced to writing and a copy shall be given to the faculty member so employed. Such written agreement shall set forth the obligations of and shall be binding upon both the faculty member and the Administration. Such agreement may be enforced by either the faculty member or the Administration in any court of competent jurisdiction but shall not be subject to the grievance-arbitration procedures of this Agreement.

§2.8 The Administratiion agrees to furnish to the AAUP-FA, upon request, but not more often than once in any academic year, the names and addresses of all members in the unit. In addition, the Administration shall furnish to the AAUP-FA the names of new full-time faculty members in the unit within a reasonable time after their appointment.

§2.9 During the term of this Agreement, the Administration will not initiate changes in the organizational structure and responsibilities of the University Senate and/or Faculty Councils, except as otherwise provided in this Agreement.

ARTICLE III

PAST PRACTICES

§3.1 The parties agree to continue all practices of the Administration which have been continuously adhered to by the Administration, provided, however, that such practices are not in conflict with the provisions of this Agreement. In the event of such a conflict, the terms of this Agreement shall be controlling.

§3.2 Practices of the Administration which have been peculiarly applicable to one college of the University shall not, solely by reason of such practice, apply to another college of the University.

§3.3 As used in this Agreement, the term "practices of the Administration" refers to those practices of the Office of the President, the Offices of the Vice Presidents and the Offices of the Deans, based upon written policies of the Board of Trustees and of the University Senate.

§3.4 The burden of proof of past practice shall be upon the party asserting the existence of such past practice. In support of a grievance in which there is a claim of past practice, either party may request, and the other shall furnish, particularized documents provided they are necessary and relevant to the issue of past practice and which documents have been the basis of the action or inaction out of which the claim of past practice arises. The Administration shall not be required to furnish any particularized portion of the minutes of the Board of Trustees other than specific, necessary and relevant resolutions of the Board of Trustees.

ARTICLE IV

ACADEMIC RANK AND QUALIFICATIONS

§4.1 Ranks for full-time faculty members are Professor, Associate Professor, Assistant Professor, Instructor and Research Professor. Persons other than those in the foregoing categories shall not be considered members of the unit nor shall they be considered to be employed pursuant to the terms and conditions of employment of this Agreement, including, but not limited to: (a) persons presently employed as a University Research Professor; (b) persons who may hereafter be employed by the University to hold an endowed chair; (c) persons who receive an annual appointment as a "visiting professor" or "distinguished professor" or similar title and whose appointment is not extended for more than one additional academic year or such further time as may be agreed to between the Administration and the AAUP-FA.

§4.2 Ranks for part-time faculty members are Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor and Adjunct Instructor.

§4.3 The qualifications for the above ranks shall be those set forth in Article 26 of the Statutes except as modified by this Agreement.

ARTICLE V

FACULTY APPOINTMENTS

§5.1 a. The initial decision on appointments of new full-time faculty members shall be made by the Departmental Personnel and Budget Committee. Appointments to the rank of Instructor or Assistant Professor shall be subject to the approval of the Dean. Appointments to the rank of Associate or Full Professor shall be subject to the approval of the Dean and the appropriate Academic Vice President.[2] No appointment shall

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2. The phrase "appropriate Academic Vice President" shall refer to either the Vice President for Liberal Arts & Sciences and Education & Human Services, the Vice President for Business & Career-Oriented Programs, the Vice President for Health Professions, or the Academic Vice President for the Staten Island Campus.

be rejected by an administrative officer without reason being supplied, in writing, to the Departmental Personnel and Budget Committee. Except where the Administration deems it appropriate to infuse new life into a department, as provided in Section 5.5 below, no full-time faculty member shall be appointed without the approval of the appropriate Departmental Personnel and Budget Committee.

b. Notwithstanding Article VI, in specific cases of original appointment, where, in the opinion of the Administration, and with the approval of the prospective faculty member, the interests of the University and the prospective faculty member will best be served, the original contract of appointment may provide that irrespective of any period of full-time service of the appointee at other accredited institutions, that the probationary period for tenure pursuant to Section 29.1 of the Statutes may exceed four years. In no event shall such probationary period for tenure pursuant to Section 29.1 of the Statutes exceed seven years at the University.

c. Where there is a temporary need for a full-time faculty member, a special appointment may be made, in accordance with the procedures set forth in Subsection 5.1(a), for a period not to exceed one year. Such special appointment shall be deemed non-renewable unless the Administration, with the prior approval of the department, gives to the faculty member notice of its intention to renew the appointment. In the event any such special appointment of a faculty member continues beyond one full academic year, the period of such special appointment shall be counted toward the probationary period referred to in Article 27 of the Statutes and toward the probationary period for tenure set forth in Article 29 of the Statutes. For the purpose of salary increases [Article XXIV], service performed on a special appointment shall not be considered as service on a full-time basis during the year of such special appointment.

§5.2 Ordinarily the initial decision on appointments of new adjunct faculty members shall be made by the Departmental Personnel and Budget Committee in accordance with the provisions and procedures of Section 5.1, provided, however, that when an emergency arises and it is not practicable for the said committee to meet and decide, the initial decision on the appointment of new adjunct faculty members shall be made by the Departmental Chairperson, after consultation with, and approval of the Dean. Such emergency initial appointments of adjunct faculty members shall be reported by the Chairperson to the Departmental Personnel and Budget Committee as soon as thereafter possible with all the circumstances necessitating such emergency action. In no event, however, shall such an emergency initial appointment be continued beyond a single semester or summer session without reason being supplied, in writing, to the Departmental Personnel and Budget Committee.

§5.3 The Departmental Personnel and Budget Committee, together with the full-time members of the Department meeting as a whole, where practicable, and the administrative officers charged with the responsibility of review and action upon the recommendations of the Departmental Personnel and Budget Committee, may request the applicant to appear for a personal interview.

§5.4 When a full-time faculty member on probation is to be considered for renewal or non-renewal of contract, he/she may request an appearance before the Departmental Personnel and Budget Committee and, if such

appearance is denied, may request an appearance before the department as a whole.

§5.5 a. The parties hereby incorporate into this Agreement the following quotation from the 1966 Statement:

> The president must at times, with or without support, infuse new life into a department; relatedly, he may at times be required, working within the concept of tenure, to solve problems of obsolescence. The president will necessarily utilize the judgments of the faculty, but in the interest of academic standards he may also seek outside evaluations by scholars of acknowledged competence.

b. In furtherance of Section 5.5(a) above, where the President deems it necessary to infuse new life into a department, the following provisions shall apply:

(1) The President shall request the Departmental Personnel and Budget Committee to search for a faculty member or members having the qualifications designated by the President.

(2) In the event the Departmental Personnel and Budget Committee fails or refuses to recommend a willing candidate acceptable to the President within a reasonable time specified by the President, the President may make such appointments as he deems necessary to infuse new life into the department.

§5.6 a. The foregoing provisions relating to new appointments, as well as the provisions relating to promotion, reappointment and tenure, shall be exercised by the appropriate University bodies in accordance with the provisions of any affirmative action program relating to discrimination in employment.

b. In the event it becomes necessary to modify or extend the present affirmative action program at the University, insofar as it relates to faculty, the Administration shall, under ordinary circumstances and where practicable (i) consult with the appropriate University body or agency composed in whole or in part of faculty, during the formulation of such modified or expanded affirmative action program; and (ii) consult with the AAUP-FA prior to the submission of such modified or extended affirmative action program to the appropriate governmental agency.

ARTICLE VI

ACADEMIC FREEDOM

The parties incorporate herein by reference the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors in accordance with the endorsement of the Board of Trustees of the University on January 15, 1968.

In furtherance of the foregoing, the parties hereby incorporate into this Agreement the following quotation from the 1966 Statement:

The right of...a faculty member...to speak on general educational

questions or about the administration and operations of his own institution is part of his right as a citizen and should not be abridged by the institution.[3] There exist, of course, legal bounds relating to defamation of character, and there are questions of propriety.

ARTICLE VII

PROCEDURES FOR TENURE AND PROMOTION

§7.1 All of the provisions of the Statutes presently in effect relating to tenure and promotion remain in full force and effect with the following modifications:

§7.2 General

a. Faculty membership on the College Personnel Committee shall be for a two year term and continued on a staggered basis. To the extent practicable, departmental representation shall be rotated on the College Personnel Committees.

b. In the event all of the members of a department shall fail to qualify or decline to serve as members of the College Personnel Committee, there shall be a college-wide election to elect a tenured faculty member for that committee.

c. Departmental Chairpersons are entitled to one vote which, if exercised, must be used on the departmental level.

d. Departmental Chairpersons may not serve on either the College Personnel Committee or the University Personnel Committee. The Departmental Chairperson, however, remains as a non-voting, ex officio, participant of the College Personnel Committee for all presentations involving his/her department.

e. A faculty member retains the option of choosing the colleague who shall present the member's case at any level at which the faculty member has the right of personal appearance.

f. No faculty member may serve simultaneously as a member of more than one of the following three committees: the Departmental Personnel and Budget Committee, the College Personnel Committee or the University Personnel Committee.

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3. With Respect to faculty members, the 1940 Statement of Principles on Academic Freedom and Tenure reads: "The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he is not an institutional spokesman."

g. Faculty members shall serve for two years on the University Personnel Committee. The present practice of staggering faculty membership on the University Personnel Committee shall continue.

h. Prior to the commencement of the spring semester and at least four weeks prior to the elections, the Executive Vice President shall notify the faculty of the time during the spring semester at which elections for Departmental Chairpersons and for membership on the Departmental Personnel and Budget Committees shall take place. The Executive Vice President shall likewise notify the faculty of the time for subsequent elections of faculty members to the College Personnel Committees and the University Personnel Committee. Faculty members elected to College Personnel Committees and to the University Personnel Committee shall serve for the twenty-four month period, commencing on the September 1 immediately following their election.

i. In the event all of the members of a college fail to qualify or decline to serve as members of the University Personnel Committee, there shall be a University-wide election to elect a tenured faculty member for that Committee.

j. Vacancies of elected members, whether temporary or permanent, shall be filled in the same manner.

§7.3 Departmental Personnel and Budget Committees

a. Each Departmental Personnel and Budget Committee shall consist of no fewer than three nor more than five tenured faculty members, including the Departmental Chairperson as chairperson of the committee. Where there are fewer than three tenured faculty members eligible and willing to serve in a department, non-tenured faculty members with at least two years of full-time service in the department shall be added to achieve the minimum of three on the committee, but such additional non-tenured faculty members may not vote on tenure or promotion matters or on any matter relating to the appointment of a faculty member with concomitant tenure. In such departments with less than three tenured faculty members, matters relating to promotion, tenure or an appointment with concomitant tenure, shall be submitted to the College Personnel Committee for initial consideration and vote. Under such circumstances, the College Personnel Committee shall request recommendations from the department, giving special weight to the recommendations of the tenured members of the department.

b. Membership on the Departmental Personnel and Budget Committee shall be for a three year term. With the exception of the Departmental Chairperson, the present practice of staggering faculty membership on the Departmental Personnel and Budget Committees shall continue.

§7.4 College Personnel Committees

a. School of Education and Human Services

The Personnel Committee of the School of Education and Human Services shall consist of the Dean as chairperson and four elected tenured faculty members, with two from each division.

b. St. Vincent's College

The Personnel Committee of St. Vincent's College shall consist of the Dean as chairperson and four elected tenured faculty members with no more than one such faculty member from a particular division.

c. College of Business Administration

The Personnel Committee of the College of Business Administration shall consist of the Dean as chairperson and four elected tenured faculty members of whom at least two shall have the rank of professor or associate professor with no more than one such faculty member from a particular department.

d. St. John's College

The Personnel Committee of St. John's College shall consist of the Dean of St. John's College, the Dean of the Graduate School of Arts and Sciences, and four elected tenured faculty members, of whom at least three shall have the rank of professor or associate professor. One faculty member shall be elected from each of the four groupings listed below:

I.	Biological Sciences Chemistry Mathematics and Computer Science Physics	III.	Fine Arts Government and Politics History Speech Communication and Theatre
II.	English Library and Information Science Modern Foreign Languages and Classical Studies	IV.	Philosophy Psychology Sociology and Anthropology Theology

Membership on the Personnel Committee of St. John's College may not reside in the same department for two successive terms.

The Dean of St. John's College and the Dean of the Graduate School of Arts and Sciences are entitled to one vote which must be cast at the college level by the Dean not chairing the meeting. The chairpersonship of the committee shall alternate between the Dean of St. John's College and the Dean of the Graduate School of Arts and Sciences depending upon the graduate or undergraduate status of the faculty member whose case is being considered by the committee. The Dean of St. John's College shall serve as chairperson if the faculty member is primarily involved in graduate teaching; the Dean of the Graduate School of Arts and Sciences shall serve as chairperson if the faculty member is primarily involved in undergraduate teaching. The committee shall resolve any problems regarding a faculty member's graduate or undergraduate status.[4]

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4. Nothing in this Agreement shall be deemed to establish a separate and distinct graduate faculty.

e. College of Pharmacy and Allied Health Professions

The Personnel Committee of the College of Pharmacy and Allied Health Professions shall consist of the Dean as chairperson and four elected tenured faculty members. Ordinarily, each department must be represented before any department may have two members on the committee.

f. The Undergraduate College at Staten Island

The Personnel Committee of the undergraduate college at Staten Island shall consist of the Dean as chairperson and three elected tenured faculty members of whom at least one shall have the rank of professor or associate professor with no more than one such faculty member from a particular division.

g. The University Library

The Personnel Committee of the University Library shall consist of the Director of University Libraries as chairperson and four elected tenured faculty members, representing the divisions of the Library as follows: one member from Technical Services, two members from Public Services and one member from the Staten Island Campus Library. In the event that there are three or less tenured faculty members from any division willing to serve, eligibility for election to the Library Personnel Committee shall be extended to all tenured library faculty members, regardless of their respective divisions.

§7.5 The University Personnel Committee

The University Personnel Committee shall be composed of administrators and faculty and shall consist of:

a. The Executive Vice President; the Vice President for Academic Planning; the Vice President for Business Affairs and Treasurer; the Director of University Libraries; the Dean of St. John's College; the Dean of the Graduate School of Arts and Sciences; the Dean of the College of Business Administration; the Dean of the Law School; the Dean of the College of Pharmacy and Allied Health Professions; the Dean of St. Vincent's College; the Dean of the School of Education and Human Services; the Dean of the Undergraduate College at Staten Island; and the Dean of Admissions and Registrar, Queens.

b. Ten elected tenured faculty members with the rank of professor or associate professor, of whom three shall be elected by and from the St. John's College faculty and two shall be elected by and from the College of Business Administration faculty and one member by and from each of the other colleges, not including the School of Law, and one member from the University Libraries, not including the School of Law Library. No more than one elected faculty member shall be from any one department.

c. With respect to the University Personnel Committee, the following provisions obtain:

(1) The Executive Vice President shall serve as chairperson and shall cast a vote only to break a tie.

(2) The Dean of the College involved must disqualify himself/herself from voting since he/she will have cast his/her vote on the college level.[5]

(3) In the event of a case involving a faculty member who is not from either St. John's College or the Graduate School of Arts and Sciences, the Dean of St. John's College and the Dean of the Graduate School of Arts and Sciences are entitled to one vote, to be exercised in accordance with their mutual agreement.

(4) In the event of a case involving a faculty member who is either from St. John's College or the Graduate School of Arts and Sciences, the Dean of St. John's College and the Dean of the Graduate School of Arts and Sciences are precluded from exercising their vote.

(5) The principle of voting parity shall be preserved under any changed circumstances.

(6) The chairperson of the University Personnel Committee shall notify the applicant as soon as practicable of its decision. When the decision of the committee is negative, the reason(s) will be transmitted, in writing, promptly following the decision.

(7) No new evidence may be considered by the University Personnel Committee in connection with an appeal. In cases other than an appeal, if the University Personnel Committee raises new questions which require the introduction of new evidence (being matters which were not known or reasonably could not have been known by the lower committees or matters which were not reasonably available to the lower committees) the case shall be remanded to the lower committees for reconsideration in light of such new evidence.

§7.6 If a faculty member is denied tenure for the first time at either the College or University Personnel Committee levels on the basis of lack of need, the application shall be returned to the Departmental Personnel and Budget Committee together with the data relied upon by either the College or the University Personnel Committee regarding such lack of need. The Departmental Personnel and Budget Committee shall thereupon set forth its position with regard to such need. The position of the Department shall then be taken into consideration in the ultimate decision by the College or the University Personnel Committee, as the case may be.

§7.7 Each voting member of a Departmental Personnel and Budget Committee of a College Personnel Committee, and of the University Personnel Committee shall cast the member's vote on the applicable official voting form.

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5. For the purposes of this section reference to "Dean" shall include the Director of University Libraries.

ARTICLE VIII

REDUCTIONS

§8.1 The granting of research reductions, if any, is solely within the discretion of the Administration. All requests for research reductions shall be submitted to the Personnel and Budget Committee of the department which will make recommendations to the Dean. The final decision with regard to the research reductions shall be made by the Dean and the Dean's decision shall be controlling. The Dean shall notify the Personnel and Budget Committee of the Dean's decision and the reasons therefor.

§8.2 Notwithstanding any other provision of this Agreement, any faculty member receiving any reduction or reductions in course load pursuant to this Agreement shall not, by reason of such reduction or reductions, teach less than two courses.

ARTICLE IX

DEPARTMENTAL CHAIRPERSONS

§9.1 The method of selecting a Chairperson, the qualifications for the office and the term of office, the duties of a Chairperson, and the procedures for removal of a Chairperson shall be set forth in the Statutes.

§9.2 Each Chairperson shall receive a reduction of six semester hours of credit in each semester. In the departments of Physics and Chemistry which offer recitations, the Chairperson shall not be obliged to teach recitations.

ARTICLE X

TEACHING LOAD AND SCHEDULING OF COURSES

§10.1 Excluding St. Vincent's College, the maximum teaching load per semester is twelve semester hours of credit or its equivalent on the undergraduate level, or nine semester hours of credit or its equivalent on the graduate level. The maximum teaching load per semester in St. Vincent's College is fifteen semester hours of credit or its equivalent. A faculty member assigned a combination of graduate and undergraduate teaching shall not exceed the equivalent of twelve undergraduate semester hours of credit, in which case three graduate semester hours of credit are considered equivalent to four undergraduate semester hours of credit. Normally a faculty member is expected to teach a maximum teaching load.

§10.2 After following the procedures set forth in Section 10.6, the teaching load during any semester may, by mutual agreement between the faculty member and the Departmental Chairperson, and with the approval of the Dean, exceed the maximum teaching load per semester as stated above. In the event the Dean rejects any such mutual agreement, the Dean shall state the reasons therefor in writing and, in the absence of any further recommendation by the Chairperson, the decision of the Dean shall be determining. Any semester hour of credit in excess of the maximum load per semester shall be compensated on the basis of 1/36th of the

faculty member's contract salary for the then current academic year. Such excess shall not exceed by more than one course the established maximum teaching load per semester.

§10.3 The provisions of this Section 10.3 shall become effective in the spring 1983 semester. During the fall 1982 semester present practices with regard to science laboratory courses shall be followed.

a. For those faculty members teaching fewer than eight hours of lecture per semester, past practices with regard to sciences shall be followed. Specifically, two hours of laboratory teaching will be equal to one hour of lecture for the first six hours of laboratory teaching and, after said first six hours, each hour of laboratory teaching shall be equal to one hour of lecture.

b. For those faculty members teaching eight or more lecture hours per semester, the first two hours of laboratory teaching will be equal to two hours of lecture, and each additional laboratory hour beyond the initial two, shall be equal to one-half (1/2) hour of lecture.

§10.4 Statement on Faculty Responsibilities

a. As a faculty member of St. John's University, the professor is aware of its Objectives as promulgated by the Board of Trustees and recognizes the responsibility to adhere to them while the professor is a faculty member.

b. As a faculty member, the professor seeks above all to be an effective teacher and scholar. To this end, the professor devotes his/her energies to developing, improving and demonstrating scholarly competence.

c. The faculty member recognizes that effective teaching requires continued research as well as continued improvement of pedagogical methods. Accordingly, the faculty member gives particular attention to these methodologies and procedures involved in classroom presentation and student evaluation. When requested to do so, the faculty member shall participate in preparing and administering comprehensive examinations.

d. The faculty member recognizes that he/she has responsibilities other than teaching and research. The faculty member attends all appropriate meetings and actively participates in departmental, college and University committees of which the faculty member is a member. The faculty member, along with colleagues, continually evaluates and, when appropriate, updates courses and programs to maintain their quality, relevance and viability.

e. The faculty member is expected as a matter of course to discharge his/her responsibilities for student advisement during the semester and at other appropriate times in a conscientious and serious manner.

§10.5 Faculty members in St. Vincent's College shall maintain a minimum of four office hours per week on no fewer than three different days in accordance with Section 10.4.e and, during pre-registration periods, shall

maintain a fifth office hour per week on an appointment basis. Faculty members in a college other than St. Vincent's College shall maintain a minimum of three office hours per week on three different days in accordance with Section 10.4.e. The schedule of office hours of faculty members shall be posted in such manner so as to be easily observed by the students. Office hours shall be scheduled by the faculty member in consultation with the Departmental Chairperson.

§10.6 a. After consultation between the Departmental Chairperson and the Educational Policy Committee of the faculty member's department, the schedule of proposed course offerings, specific course titles, the number of courses or course offerings to be offered each semester, their time and campus location, shall be developed by the Departmental Chairperson in conjunction with the Departmental Educational Policy Committee, where practicable, and thereafter discussed between the Departmental Chairperson and the Dean. The Departmental Chairperson and the Departmental Educational Policy Committee shall be furnished with such data by the Registrar as is available and relevant. At the time of such discussion, the Chairperson shall verify in writing that he/she has consulted with the Departmental Educational Policy Committee with regard to his/her recommendations or shall state in writing the reasons why it was impracticable for the Chairperson to do so. In the event the Dean rejects any such original recommendation, the Dean shall state the reasons therefor in writing and the Departmental Chairperson, in conjunction with the Departmental Educational Policy Committee, where practicable, shall submit further recommendations to the Dean. Any reasonable change by the Dean shall be determining. In those departments in which there is no Educational Policy Committee, the Chairperson shall consult with one of the alternate bodies referred to in Section 18.2 of the Statutes.

b. After discussion between the faculty member and the faculty member's Departmental Chairperson, the assignment of courses, their time and campus location, shall be made by the Departmental Chairperson in conjunction with the Departmental Personnel and Budget Committee, where practicable, and thereafter discussed between the Chairperson and the Dean. At the time of such discussion, the Chairperson shall verify in writing that he/she has consulted with the Departmental Personnel and Budget Committee with regard to the recommendations or shall state in writing the reasons why it was impracticable for the Chairperson to do so. In the event the Dean rejects any such original recommendation, the Dean shall state the reasons therefor in writing and the Departmental Chairperson, in conjunction with the Departmental Personnel and Budget Committee, where practicable, shall submit further recommendations to the Dean. Any reasonable change by the Dean shall be determining.

§10.7 Changes in a faculty member's program may be made in accordance with Section 10.6.b if emergencies arise. Whenever the necessary changes due to emergencies are made, every effort shall be made to consult with the affected faculty member in the interest of arriving at the best solution for all concerned. In the event of such emergency, the Chairperson of the department, if the Chairperson is available, or the Dean, if the Chairperson is not available, shall make every reasonable effort to communicate (including communications by mail or telephone) with the

members of the Departmental Personnel and Budget Committee in order to ascertain their individual and collective views. Any reasonable change by the Dean shall be determining.

§10.8 The following past practices in connection with the class size in the following courses shall be adhered to:

Speech	20 students per class section
English Composition	25 students per class section
Modern Foreign Languages 1, 2, 3, 4, and 5	25 students per class section

Any increase in students per class section in the courses referred to above must be with the permission of the Chairperson of the department.

§10.9 Student Load

a. Excluding St. Vincent's College, and except as provided below in Sections 10.9.b. and c., the maximum student load per faculty member shall be 200 students per semester. The maximum student load per faculty member in St. Vincent's College shall be 250 students per semester. A faculty member whose schedule includes a combination of laboratory courses and lecture courses shall not be required to have a student load in excess of 225 students per semester. Every reasonable effort shall be made not to exceed the maximum student load per semester. If the student load exceeds the limit in the fall semester, the maximum student load shall be adjusted accordingly in the spring semester.

b. For the purposes of determining overtime solely for the departments of Biological Sciences, Chemistry and Physics in St. John's College and for faculty members in the College of Pharmacy and Allied Health Professions, the following provisions shall apply:

(1) Any faculty member in the aforesaid science departments who, in any semester teaches at least two lecture courses (and no laboratory courses) shall receive overtime, on the following basis, even though the maximum teaching load set forth in §10.1 has not been exceeded:

(i) A faculty member who teaches 208-220 students shall receive an additional 1/36th of the faculty member's annual contract salary.

(ii) A faculty member who teaches 221-239 students shall receive an additional 1/36th of the faculty member's annual contract salary.

(iii) A faculty member who teaches 240-255 students shall receive an additional 1/36th of the faculty member's annual contract salary.

(2) (a) Any faculty member in the aforesaid science departments who in any semester teaches a combination of lecture and laboratory courses shall receive overtime, on the following basis, even though the maximum teaching load set forth in Section 10.1 has not been exceeded.

(i) A faculty member who teaches 233-245 students shall receive an additional 1/36th of the faculty member's annual contract salary.

(ii) A faculty member who teaches 246-264 students shall receive an additional 1/36th of the faculty member's annual contract salary.

(iii) A faculty member who teaches 265-280 students shall receive an additional 1/36th of the faculty member's annual contract salary.

(b) It is expected that non-unit personnel shall be assigned by the departments of Physics and Chemistry to supervise and conduct various freshman and sophomore undergraduate laboratories in those departments. The departments of Physics and Chemistry and other science departments which desire to use non-unit personnel in the laboratories shall propose to the Dean for the Dean's approval the qualifications for such non-unit personnel to be used in laboratories and their introduction into laboratories is subject to departmental approval. In such event and so long as non-unit personnel continue to be assigned to such laboratories, students in science recitations in any of said departments which so engages non-unit personnel shall be treated as part of the student load, and a faculty member in such department, whose schedule includes a combination of laboratory and/or science recitations and lecture courses with a student load in excess of 232 students per semester shall be entitled to overtime compensation in accordance with §10.9.b (2)(a).

(3) A faculty member in the science departments referred to in this §10.9.b. shall not be entitled to receive more than 3/36th of the faculty member's annual contract salary per semester pursuant to the aforesaid provisions.

(4) In the event that a faculty member in the aforesaid science departments shall be entitled to receive overtime pursuant to §10.2 and this §10.9.b., the faculty member shall be compensated pursuant to whichever of the aforesaid sections is more advantageous to the faculty member.

c. For the purposes of determining overtime for St. Vincent's College, the following provisions shall apply:

(1) A faculty member who teaches 258-270 students shall receive an additional 1/36th of the faculty member's annual contract salary.

(2) A faculty member who teaches 271-289 students shall receive an additional 1/36th of the faculty member's annual contract salary.

(3) A faculty member who teaches 290-305 students shall receive an additional 1/36th of the faculty member's annual contract salary.

(4) A faculty member in St. Vincent's College shall not be entitled to receive more than 3/36th of the faculty member's annual contract salary per semester pursuant to the provisions of this 10.9.c.

(5) In the event that a faculty member in St. Vincent's College shall be entitled to receive overtime pursuant to §10.2 and this §10.9.c., the faculty member shall be compensated pursuant to whichever of the aforesaid sections is more advantageous to the faculty member.

d. The foregoing provisions of this §10.9 shall not apply to:

(1) Any faculty member who voluntarily assumes a student load in excess of the maximum student load;

(2) Any faculty member who assumes a teaching load in excess of the maximum teaching load per semester as set forth in §10.1 above;

(3) Clinical Pharmacy faculty members;

(4) Faculty members who supervise or otherwise participate in workshops and the language laboratory;

(5) Faculty members who supervise or otherwise participate in science recitations, except as hereinafter provided. It is expected that non-unit personnel shall be assigned by the departments of Physics and Chemistry to supervise various freshman and sophomore undergraduate laboratories in those departments. The departments of Physics and Chemistry and other science departments which desire to use non-unit personnel in the laboratories shall propose to the Dean for the Dean's approval the qualifications for such non-unit personnel to be used in laboratories and their introduction into laboratories is subject to departmental approval. In such event and so long as non-unit personnel continue to be assigned to such laboratories, students in science recitations in any of said departments which so engages non-unit personnel shall be treated as part of the student load, and a faculty member in such department, whose schedule includes a combination of laboratory and/or science recitations and lecture courses shall not be required to have a student load in excess of 225 students per semester.

ARTICLE XI

PROFESSIONAL LIBRARIANS AND CLINICAL PHARMACY FACULTY

§11.1 As stated in the Official Librarians' Calendar, the standard work week for professional librarians shall be five days and the standard work year shall be eleven months, plus a one month vacation. Any professional librarian who works either in excess of the five day work week or on official University holidays shall receive compensatory time off. Such compensatory time off shall be determined by mutual agreement by the Director of the Libraries and the librarian involved and shall be taken within three weeks of the time such services were performed.

§11.2 a. The standard work day for full-time clinical faculty in the College of Pharmacy and Allied Health Professions shall be from 8 a.m. to 4 p.m., the standard work week shall be five days; and the standard work year shall be eleven months, plus a one month vacation. It is expected that the major portion of this time will be spent by the clinical faculty member in the hospital to which he/she is assigned and, therefore, the clinical faculty member will be expected, in addition to teaching duties at the University, to accommodate his/her schedule of days and hours with

those designated by the hospital to which the clinical faculty member is assigned.

b. Each full-time clinical faculty member of the College of Pharmacy and Allied Health Professions is expected to teach the equivalent of twelve semester hours of credit each semester. The clinical faculty member's hospital work shall be considered the equivalent of ten semester hours of credit each semester. For the teaching of classes scheduled to commence during the standard work day at one of the University's two campuses, the clinical faculty member shall be compensated for those semester hours of credit taught in excess of two as overtime on the basis of 1/36th per credit hour. For the teaching of classes commencing at one of the University's two campuses beyond the clinical faculty member's standard work day (viz., for classes commencing at or after 4 p.m.) the clinical faculty member shall be compensated for each semester hour of credit taught as overtime on the basis of 1/36th per semester hour of credit.

c. In addition to the usual evaluations, the Director of Clinical Pharmacy Programs shall evaluate clinical faculty performance at the clinical site related to instructional ability, interprofessional relationships, achievement of position goals and clinical practice implementation. Such evaluation shall, after following customary procedures, become part of the clinical faculty member's personnel file.

d. The University physican shall be available to perform an annual medical checkup for each clinical faculty member at University expense.

e. Clinical faculty members who are assigned to teach at one of the University's campuses shall be given a travel stipend. The amount of the travel stipend shall vary for each clinical site and shall be determined by the expenses (mileage and tolls) incurred in traveling between the clinical site and the campus of the University.

ARTICLE XII

INSTRUCTIONAL PREPARATIONS

§12.1 The number of instructional preparations for different courses each semester shall not exceed three except that, with the permission of the faculty member, the number may be four in any particular semester, provided that there shall not be more than a total of six instructional preparations in any two successive semesters. For compelling reasons only, subject to the permission of the faculty member and agreement with the AAUP-FA, this maximum may be exceeded. Notwithstanding the above, where a three-credit underload exists in a faculty member's schedule solely due to the maximum number of instructional preparations as a result of a department offering a minimum of multiple sections, the total number of instructional preparations in any two successive semesters, with the agreement of the AAUP-FA, may be seven. Such agreement by the AAUP-FA shall not be unreasonably withheld.

§12.2 All instructional preparations for different sections of the same course during a semester shall be deemed a single instructional preparation.

ARTICLE XIII

AID FOR ST. VINCENT'S COLLEGE

In St. Vincent's College, a faculty member with a total student load of over 225 may request from the Dean of that College, assistance for grading. Any denial of such assistance shall be made in writing, stating the reasons for such refusal.

ARTICLE XIV

REDUCED TEACHING LOAD FOR MEMBERS OF THE AAUP-FA GRIEVANCE COMMITTEE AND BARGAINING COMMITTEE

§14.1 The Administration shall grant to each of the six members of the faculty designated by the AAUP-FA as the members of the AAUP-FA Grievance Committee, a teaching reduction of one three-semester hour course per semester.

§14.2 The Administration shall grant, during the spring 1984 semester and the last semester of this Agreement, to each of the six faculty members designated by the AAUP-FA Bargaining Committee, a teaching reduction of one three-semester hour course. If a faculty member serves on both the Grievance and Bargaining Committees during the spring 1984 semester and/or last semester of this Agreement, the faculty member shall be entitled to a teaching reduction of two three-semester hour courses for that semester.

§14.3 No such teaching reduction shall be deemed to change the status of a full-time faculty member.

§14.4 The names of the members of the Grievance Committee and of the Bargaining Committee shall be made known by the Presidents of the St. John's Chapter of the American Association of University Professors and the Faculty Association at St. John's University to the Dean of the college to which the faculty members are assigned at least six weeks prior to the commencement of the semester for which the teaching reduction is requested.

ARTICLE XV

ADJUNCT FACULTY

§15.1 Adjunct faculty in any college of the University, other than St. Vincent's College and the undergraduate college at Staten Island, shall not comprise more than forty per cent (40%) of the teaching faculty of such college. Adjunct faculty at St. Vincent's College and the undergraduate college at Staten Island shall not comprise more than fifty per cent (50%) of the teaching faculty of each of those colleges. Such maxima, however, shall not apply to professional and/or career oriented courses in programs currently being offered in St. Vincent's College, the undergraduate college at Staten Island and the College of Pharmacy and Allied Health Professions including the following: Transportation, Criminal Justice, Photography, Communication Arts, Athletic Administration, Court Management, Urban Business, Urban Health, Urban Government, Clinical Pharmacy, Industrial Pharmacy and Cosmetic Science, and any similar professional and/or career oriented courses in programs hereafter offered.

§15.2 In appointing adjunct faculty, the Departmental Personnel and Budget Committee will ordinarily take into consideration previously employed faculty, in the order of their length of service at St. John's University and subject to a yearly review of performance and a continuing need for their speciality. Should a full-time vacancy occur in a department, the Personnel and Budget Committee will consider the application of a continuing adjunct faculty member for full-time employment.

§15.3 No adjunct faculty member shall teach more than two courses at the University per semester. An adjunct faculty member in the Department of Physics who teaches laboratory courses shall be compensated on the basis of one semester hour for each semester hour of laboratory courses so taught.

§15.4 The provisions of the following articles and/or sections of this Agreement do not apply to adjunct faculty members:

Section 4.1
Article V [Except §5.2 and §5.6(a)]
Article VII
Article VIII
Article IX
Article X [Except §10.4 and §10.8]
Article XI
Article XII
Article XIII
Article XIV
Article XVI
Article XVII
Article XIX
Article XX [Except §20.1(a)]
Article XXIV [Except §24.3 and §24.5(b)]
Article XXV
Article XXVI
Article XXVII
Article XXVIII
Article XXIX
Article XXX

ARTICLE XVI

ACADEMIC CALENDAR

§16.1 There shall be established a Calendar Committee which shall be a standing committee composed of eight members whose function it will be to establish and consider revisions of the academic calendar or calendars. The committee shall be composed of two persons appointed by the President of the University, two persons appointed by the President of the St. John's Chapter of the American Association of University Professors, two persons appointed by the President of the Faculty Association at St. John's University, and two persons appointed by and from the respective student governments. The chairperson of the committee shall be elected by and from the membership of the committee. The committee shall report to the President of the University with its calendar recommendations for the succeeding academic year not later than October 31.

§16.2 Should the President, for compelling reasons, reject any of the recommendations submitted to him he shall so notify the committee in writing, stating his reasons therefor. The committee shall reconsider its recommendations in light of the President's reasons and shall present its revised recommendations, if any, to the President within two weeks of its receipt of the President's objection. Any reasonable decision by the President shall be determining.

ARTICLE XVII

INTER-CAMPUS TRAVEL

Faculty members, except for clinical faculty, are not required to teach on more than one campus or any extension of the University on the same day. Clinical faculty may be required to teach on a campus and a hospital or other health-related facility on the same day.

ARTICLE XVIII

PERSONNEL FILES

§18.1 The University shall maintain two categories of personnel files for each faculty member:

a. There shall be a pre-employment file which shall contain all materials requested or received by the University from persons other than the applicant in connection with the faculty member's original employment. The pre-employment file shall be kept by the Executive Vice President and shall not be available either to the faculty member or to the committees and individuals responsible for the review and recommendation of the faculty member with respect to reappointment, promotion or tenure.

b. There shall be an official category of personnel files which is to be maintained by the Dean of the college of the respective faculty member. It shall be the only category of files which shall be available to committees and individuals responsible for the review and recommendation of the faculty member with respect to reappointment, promotion or tenure. It shall include but not be limited to the following:

(1) Information relating to the faculty member's academic and professional accomplishments submitted by the faculty member or placed in said file at the faculty member's request.

(2) Memoranda of discussion between the faculty member and the Departmental Chairperson or administrators relating to evaluations of the faculty member's professional performance. Copies of such memoranda shall be sent to the faculty member involved.

(3) Personnel information other than that referred to in paragraph (a) above. With regard to such information, reasonable notice shall be given to the faculty member that such material has been placed in the faculty member's file.

§18.2 The personnel file described in §18.1(b) above, shall be available for examination by the faculty member who shall be entitled to review such personnel file at reasonable hours upon written request. In addition, the faculty member may, at a reasonable charge for copies, make or obtain copies of said file. If the person in charge of said file does not approve the removal thereof for the purpose of making such copies, such copies shall be made for the faculty member, at a reasonable charge for copies, and within five school days after receipt of a written request from the faculty member.

§18.3 Any grievance pursuant to Article XXXI [Grievance-Arbitration Procedures] of this Agreement, filed by a faculty member or against a Departmental Chairperson, shall not be included within the personnel file of the faculty member or Departmental Chairperson.

§18.4 There shall be no mandatory student evaluation of faculty.

ARTICLE XIX

INTRODUCTION, REDUCTION OR ELIMINATION OF PROGRAMS

§19.1 The Administration and/or the faculty may initiate action to abolish academic programs, eliminate an academic department and/or reduce the size of the faculty in an academic department due to loss of, or imminent reasonable expectation of the loss of, state registration or on the basis of bona fide need. In determining bona fide need, the necessity of the program or department to the academic integrity of the department, college or the University must be seriously weighed. Bona fide need shall include departmental financial exigency,[6] loss of necessary accreditation or denial of an application for necessary accreditation by a recognized accrediting agency or seriously deficient programs as determined by outside evaluation.[7] Such action must be preceded by consultation with the appropriate academic bodies in accordance with the procedures outlined in §19.2 below. Any reduction in the size of the faculty under the provisions of this Article shall be in conformity with the procedures set forth in Article XX. In all cases, the decision of the Board of Trustees shall be final.

§19.2 For the purposes of this Article, the word "consult" means that: (i) the deparment, the faculty council and the University Senate (where provided) and the Administration are given the opportunity and a reasonable

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6. Departmental financial exigency exists when a thorough evaluation of the financial status of the department, including consideration of total income generated, ordinary direct operating expenses and projected savings through faculty attrition and other economies, nevertheless indicates its lack of fiscal viability.

7. Whenever a reasonable prospect of remedy exists, before the Administration may act pursuant to this Article because of departmental financial exigency or because of seriously deficient programs as determined by outside evaluation, the full-time faculty members of the department in question shall be given notice and shall, upon the department's request, be granted a probationary period of two years (unless a longer period of time is granted within the sole discretion of the Administration) to remedy the difficulties. During any such probationary period: (a) no currently tenured faculty member shall be terminated in the affected department as a result of this Article XIX or of Article XX; and (b) financial information involving the affected department shall be provided to that department and efforts shall be undertaken by the department which shall, within reason, be joined in by the Administration in a mutual attempt to effect a reasonable remedy of the difficulties. Indicators of such difficulties and of seriously deficient programs may include appreciable decline in student registration or sustained low productivity in the number of majors or of degrees awarded in the program.

time to review and formulate their respective judgments in the form of recommendations or positions for consideration by the Board of Trustees; (ii) all of the facts and data used by each body in reaching its conclusions shall be submitted to all other bodies which are required to be consulted and to the Board of Trustees. Specifically, the procedure to be used for such consultation in this Article is as follows:

a. When the faculty initiates the action, the department involved shall submit its recommendation to the appropriate faculty council for consideration. The faculty council shall set forth its position in writing within sixty (60) school days after receipt of the written departmental recommendation, including any oral presentation, at a regularly scheduled meeting. The recommendation of the faculty council shall then be submitted to the appropriate Academic Vice President for consideration who, within thirty (30) school days after receipt of the written recommendation of the faculty council, shall submit the Academic Vice President's recommendation to the Board of Trustees for final consideration and action.

b. When the Administration initiates the action, the Administration shall first consult with the department(s) involved. The department shall set forth its position in writing within sixty (60) school days after receipt of the written proposal including any oral presentation.

The Administration shall then consult with the faculty council(s) of the college(s) involved. The faculty council shall set forth its position in writing within sixty (60) school days after receipt of the written proposal, including any oral presentation, at a regularly scheduled meeting.

When required by the Statutes, the Administration shall next consult with the University Senate. The Senate shall set forth its position in writing within sixty (60) school days after receipt of the written proposal, including any oral presentation, at a regularly scheduled meeting.

c. For good cause shown, the body involved may request the President to grant a reasonable extension of time which shall not be unreasonably denied by the President. In the event that either the department or the faculty council or the University Senate fails to comply with the foregoing time limitations or such extensions as may be granted in writing, the provisions regarding consultation with the faculty body involved shall not apply.

d. The position papers of the appropriate academic bodies shall enjoy equal rights of presentation before the appropriate committee of the Board of Trustees as those of the Administration. If the Administration's position to the committee is presented solely in writing without oral presentation, the faculty position(s) shall in like manner be presented. If the Administration's position to the committee is augmented by oral argumentation, the same courtesy shall be extended to the faculty.

e. The decision of the Board of Trustees shall be final.

§19.3 The Administration and/or the faculty may recommend the introduction of new programs to the Board of Trustees. In either case, the decision of the Board of Trustees shall be final. When such a recommendation

to the Board of Trustees originates with the Administration, it shall be preceded by consultation with the appropriate faculty bodies as defined in §19.2.

ARTICLE XX

RETENTION OF EMPLOYMENT

§20.1 In the event of the reduction of faculty for reasons set forth in §19.1, such reduction of faculty shall be on the following basis:

a. Reduction shall first take place among administrators who are teaching, then among non-unit laboratory personnel, then among adjunct faculty members, then among non-tenured faculty members in the department affected. The controlling factor in these reductions is worth, which shall be defined as teaching effectiveness, professional achievement and service to the department and/or the University. Criteria promulgated for assigning faculty to teach graduate courses shall not, as such, be considered "worth" or be used as a factor. The procedures for such reductions shall be in accordance with the procedures set forth in Article VII [Procedures for Tenure and Promotion].

b. Reduction shall then take place among tenured faculty members in the department affected and shall be on the basis of seniority except where (i) the senior faculty members are not qualified to teach the course offerings; (ii) the less senior faculty member must be retained in order to preserve the program; or (iii) in rare and exceptional circumstances, worth, as defined in §20.1(a) above. The procedures to determine retention or reduction shall be in accordance with the procedures set forth in Article VII [Procedures for Tenure and Promotion].

c. Prior to the termination of any tenured faculty member, an effort shall be made to place said faculty member first in another department of the college of which the faculty member is a member and then in another college of the University (other than the School of Law) provided that said faculty member can be assigned courses which he/she is academically qualified to teach in another department and/or another college and provided that no tenured faculty member in the other department and/or college shall be terminated as a result thereof. Tenured faculty members being relocated shall be given preference over non-tenured members of a department if their qualifications are equal or superior.

d. The method of implementing the relocation of a tenured faculty member under this section shall be as follows:

(1) Within the times provided for in §20.9, the Administration shall give termination notice to the faculty member involved and inquire whether such faculty member desires the Administration to exercise its best efforts to relocate him/her.

(2) Within seven school days after receipt of such notice of termination, the faculty member shall reply to the appropriate Academic Vice President setting forth the faculty member's educational background and stating where the faculty member feels qualified to teach and can make a worthwhile contribution within the University.

(3) Within seven school days after receipt of the faculty member's reply, the appropriate Academic Vice President shall transmit the request to the Dean of the college to which the faculty member requests that he/she be assigned.

(4) Within two weeks after receipt of the transmittal, the Dean shall convene a meeting of the College Personnel Committee. Prior to the meeting, the members of the College Personnel Committee shall consult with the members of the department where retention is sought to ascertain whether the incoming faculty member is qualified in that discipline. The College Personnel Committee shall then schedule a hearing within two weeks after its initial meeting. At the hearing a representative of the subject department, who shall ordinarily be the Chairperson of the department, may attend as a consultant, without vote. If a member of the College Personnel Committee is also a member of the department where retention is sought, the member of the College Personnel Committee shall not vote on the retention. If the majority of the incoming department supports the faculty member's qualifications and the College Personnel Committee, by a majority vote, approves the faculty member's retention, the decision shall be transmitted to the President for final review and action by the Board of Trustees. If the majority of the incoming department rejects the faculty member's qualifications and the College Personnel Committee by a majority vote, approves the faculty member's retention, the matter shall be submitted to the University Personnel Committee.

(5) If the Personnel Committee of the incoming college, by a majority vote, disapproves retention of the incoming faculty member, the request shall, within two weeks, be submitted to the University Personnel Committee for review and decision. If the retention is again disapproved by a majority vote, the rejection shall be deemed final.

(6) If the University Personnel Committee, by a majority vote, affirms the retention of the faculty member, the issue of retention shall be submitted, within two weeks, to the President for transmittal to the Board of Trustees for final review and action.

§20.2 Should the program or position which is being reduced or eliminated be reactivated during the term of this Agreement, the faculty member or members whose services have been terminated pursuant to this Article shall be reinstated, if they so desire, on the basis of seniority. Reasonable notice of such reinstatement shall be given to the faculty members whose services were terminated pursuant to this Article.

§20.3 Seniority of a faculty member is based on the date the faculty member commenced continuous full-time employment in his/her department at the University. In the case of a division or multi-disciplinary department, seniority will be within a faculty member's particular discipline. Faculty members who were employed by the University prior to the creation of transverse departments shall have their seniority measured on a University-wide basis. Seniority acquired during academic appointment shall remain in effect and continue during any period of time such faculty member, while retaining faculty status, assumes an administative position at the University and be credited in full if the faculty member thereafter returns to the bargaining unit. Conflicts of seniority among faculty members with the same commencement date of full-time employ-

ment in the department shall be resolved by earlier dates of full-time employment at the University, part-time employment at the University or date of letter of appointment to the University, in that order.

§20.4 Any faculty member who has been relocated prior to June 6, 1972, to teach full-time at the undergraduate college at Staten Island shall retain seniority as if no relocation had occurred. The seniority rights of any faculty member who relocates to the undergraduate college at Staten Island on or after June 6, 1972, shall be governed by the terms of a memorandum of understanding to be agreed upon between the parties.

§20.5 A faculty member whose employment is interrupted by military service in order to fulfill a military obligation and who returns to the University immediately after separation from military service, shall be deemed to have continuous employment with the University. Such faculty member's time in military service shall be applied as part of the faculty member's seniority.

§20.6 A faculty member who resigns from the Universtiy and subsequently is reemployed by the University shall not be deemed to have continuous employment. Such faculty member shall measure seniority from the date of reemployment.

§20.7 When an individual is originally employed by the University as an administrator with academic status, but the individual's duties are solely administrative, the individual's time and service in the administrative capacity shall not be measured as seniority.

§20.8 The time and service of any administrator with academic status employed prior to July 1, 1970, shall be measured and applied as seniority and shall continue to be measured and applied.

§20.9 Written notice of termination of employment for the reasons set forth in §20.1 shall be given to non-tenured faculty members in accordance with the standards of notice for non-reappointment set forth in Article 27 of the Statutes. Tenured faculty members shall receive no less than twelve months' written notice. At the option of the Administration, contract salary may be paid in lieu of such notice.

ARTICLE XXI

USE OF UNIVERSITY FACILITIES

§21.1 Duly authorized representatives of AAUP-FA shall be permitted to transact official AAUP-FA business on University property at all reasonable times, provided that this shall not interfere with or interrupt normal University operations or other faculty members in the performance of their duties. No faculty member shall engage in AAUP-FA activities during the time the faculty member should be performing teaching or other normally assigned University duties.

§21.2 The AAUP-FA shall have the right to post notices of its activities and matters of AAUP-FA concern on faculty bulletin boards at the locations heretofore agreed upon between the AAUP-FA and the Administration. The AAUP-FA shall be permitted reasonable use of intra-University mail for communication to the faculty.

§21.3 The Administration shall make available to the AAUP-FA two separate offices. In addition, the AAUP-FA shall be permitted reasonable use of appropriate facilities at the University for its meeting so long as such facilities are available and the AAUP-FA complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

ARTICLE XXII

SECRETARIAL SERVICES

Secretarial services in a department shall be available to faculty members in that department for University business. All requests for such services shall be processed through the Departmental Chairperson who shall determine priorities.

ARTICLE XXIII

ANCILLARY SERVICES

The Administration shall continue existing faculty parking facilities and the existing faculty dining facilities in St. Albert Hall.

ARTICLE XXIV

SALARIES

§24.1 Full-Time Faculty

a. For the 1982-1983 academic year, all faculty members who served on a full-time basis for the entire 1981-1982 academic year shall receive a bonus, which shall not be included in or form a part of the faculty members' contract salary, of 7% of the 1981-1982 contract salary of such faculty members.[8]

b. For the 1983-1984 academic year, all faculty members who served on a full-time basis for the entire 1981-1982 academic year shall receive a contract salary equal to their 1982-1983 contract salary, plus a percentage increase of their 1982-1983 contract salary in accordance with the following table illustrating changes in the University's full-time undergraduate student enrollment:[9]

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8. It is recognized that faculty members may commence employment at the University during an academic semester. In the event that any faculty member so commences employment during an academic semester and would be entitled to a salary increase or bonus pursuant to this Agreement had the faculty member commenced employment at the beginning of that semester, the salary increase or bonus shall be prorated.

9. For the purpose of this Article, changes in full-time undergraduate student enrollment shall be determined by the difference between the fall 1981 full-time undergraduate student enrollment (as reported to the federal and state governments on the Higher Education Data System Report--Opening Fall Enrollment, Fall 1981) and the fall 1983 full-time undergraduate student enrollment (as reported to the federal and state governments on the Higher Education Data System Report--Opening Fall Enrollment, Fall 1983).

Undergraduate Student Enrollment	Salary Increase
-300 or less	14%
-250 to -299	14.33%
-200 to -249	14.67%
-150 to -199	15%
-100 to -149	15.33%
-50 to -99	15.67%
0 to -49	16%

c. For the 1983-1984 academic year, all faculty members who served on a full-time basis for the entire 1981-1982 academic year shall receive a bonus, which shall not be included in or form a part of the faculty members' contract salary, equal to a percentage of their 1982-1983 contract salary in accordance with the following table illustrating increases, if any, in the University's full-time undergraduate student enrollment.

Change in Full-time Undergraduate Student Enrollment	1983-1984 Bonus
0	0%
+1 to +50	0.33%
+51 to +100	0.67%
+101 to +150	1%
+151 to +200	1.33%
+201 to +250	1.67%
+251 to +300	2%

For each additional increase of 50 full-time undergraduate students, or fraction thereof, beyond 300, [illegible] will be added to the above table.

d. For the 1982-1983 academic year, any faculty member whose initial appointment as a full-time faculty member commenced at the beginning of the spring semester of the 1981-1982 academic year shall receive a bonus, which shall not be included in or form a part of the faculty member's contract salary, of 3.5% of such faculty member's annualized 1981-1982 contract salary.

e. For the 1983-1984 academic year, any faculty member whose initial appointment as a full-time faculty member commenced at the beginning of the spring semester of the 1981-1982 academic year shall be entitled to the appropriate salary increase set forth in §24.1(b) and, if applicable, the appropriate bonus referred to in §24.1(c).

§24.2 New Full-Time Faculty

a. The current salary of any faculty member initially appointed to the full-time faculty for the 1982-1983 academic year shall be deemed to include the bonus referred to in §24.1(a).

b. For the 1983-1984 academic year, any faculty member whose initial appointment to the full-time faculty commenced with the fall semester of the 1982-1983 academic year and who served on a full-time basis for the entire 1982-1983 academic year shall receive a contract salary equal to his/her 1982-1983 contract salary plus 9% of such faculty member's 1982-1983 contract salary.

c. For the 1983-1984 academic year, any full-time faculty member whose initial appointment commenced at the beginning of the spring semester of the 1982-1983 academic year shall receive a contract salary equal to his/her annualized 1982-1983 contract salary plus 4.5% of such faculty members annualized 1982-1983 contract salary.

d. The contract salary of any faculty member initially appointed to the full-time faculty for the 1983-1984 academic year shall be deemed to include all the increases and bonuses referred to in this Article XXIV.

§24.3 Adjunct Faculty

During the period commencing September 1, 1982 and ending June 30, 1984, a total amount of $45,000.00 shall be distributed to all continuing adjunct faculty members on the basis of merit and/or length of service.

§24.4 Promotional Increments

A faculty member who is promoted in rank shall receive a salary increment as follows:

Promotion to Full Professor	$1,500
Promotion to Associate Professor	$1,250
Promotion to Assistant Professor	$1,000

§24.5 Summer Session Compensation

a. A full-time faculty member who teaches during the summer sessions shall be compensated for each credit hour so taught at the rate of 1/36th of the faculty member's contract salary for the preceding academic year.

b. A continuing adjunct faculty member who teaches during the summer sessions shall be compensated for each credit hour so taught at the adjunct rate which the faculty member received during the immediately preceding academic year, or the minimum adjunct rate set forth in §24.5(c), whichever is higher.

c. Any other faculty member who teaches during the summer sessions shall be compensated for each credit so taught at a rate not less than that set forth in the following schedule:

Adjunct Professor	$350
Adjunct Associate Professor	$300
Adjunct Assistant Professor	$250
Adjunct Instructor	$225

§24.6 Chairperson's Stipend

a. Each chairperson shall receive a stipend of $1300 per academic year.

b. In addition to the aforesaid minimum annual stipend, the chairperson of any department to which the followng factors apply shall receive an additional annual stipend of $350 for each of the following factors applicable to the chairperson's department:

(1) There are 15 or more full-time faculty members or their equivalent (equated by hours) in part-time faculty.

(2) The department offers a graduate degree program.

(3) The department has a minumum of 9,000 undergraduate credit hours for the academic year.

(4) The department has a minimum of 1,500 graduate credit hours for the academic year.

(5) Departments in the College of Pharmacy and Allied Health Professions which offer laboratory courses and the Departments of Biological Sciences, Chemistry and Physics of St. John's College.

c. As a result of the foregoing formula, the annual stipend of any chairperson (exclusive of summer sessions chairperson stipend) shall not exceed $3050.

§24.7 Compensation for Substitute Teaching

a. A faculty member who voluntarily substitutes for a colleague shall be compensated for such additional teaching after two weeks. In the event such substitute teaching is for a period of three or more weeks, the substituting faculty member shall be compensated for each additional credit so taught on the basis of 1/36th of his/her then prevailing contract salary, pro-rated for the period, including the initial two-week period, during which he/she performs such voluntary substitute teaching. In the event such substitute teaching is for a period of less than three weeks, the substituting faculty member shall be compensated for each additional credit so taught on the basis of 1/36th of his/her then prevailing contract salary, pro-rated for the period, after the initial two-week period, during which he/she performs such voluntary substitute teaching.

b. When a faculty member assumes the responsibility outlined in §24.7(a) above, that substitute teaching shall be exempt from the limitations set forth in §10.2 and §12.1.

ARTICLE XXV

FRINGE BENEFITS

§25.1 The University shall provide to full-time faculty members a TIAA/CREF Retirement Annuity Plan, major medical insurance, dental plan, group life insurance, Blue Cross/Blue Shield, disability insurance and travel insurance, the major provisions of which are outlined generally below. The faculty member, when entitled to the following benefits, shall submit the appropriate applications to secure these benefits.

§25.2 TIAA/CREF RETIREMENT ANNUITY PLAN

Commencing with the September or February after the first year of service at the University, faculty members 30 years of age or over are eligible to join the TIAA/CREF Retirement Annuity Plan. If the faculty member contributes five percent (5%) of his/her contract salary, the University shall contribute an amount equal to ten percent (10%) of the faculty member's contract salary.

§25.3 Major Medical Insurance

The University provides major medical insurance on a non-contributory basis after one month of employment. There is a deductible of $100 per calendar year with a limitation of $200 per family. Under the policy, reimbursement will be provided for 80% of medical expenses up to $2,000 after which the reimbursement rate is increased to 100%. In certain instances set forth in the major medical insurance policy such as psychiatric, emotional, and mental illnesses, there are limitations as to the maximum amount of insurance coverage.

§25.4 Dental Plan

Commencing September 1, 1982, the University will provide a basic Dental Plan, the cost of which to the University will not exceed $11.00 per month towards the premium per individual and $24.50 per month towards the premium for family coverage. The additional cost of coverage provided under this plan will be the responsibility of each faculty member.

§25.5 Group Life Insurance

After one month of employment, the University provides insurance, on a non-contributory basis, in an amount equal to $15,000 or the faculty member's contract salary rounded out, where appropriate, to the next highest multiple of $1,000, whichever is greater.

§25.6 Blue Cross/Blue Shield

The University provides a Blue Cross/Blue Shield group contract to the faculty member. The cost of family coverage, over and above the faculty member's coverage, must be borne by the faculty member; provided, however, that after the faculty member participates and pays for family coverage for two consecutive years, the University, in the third consecutive year and in subsequent consecutive years shall bear the cost of such family coverage. A faculty member, upon attainment of age 65, must apply for Medicare coverage and the Administration will provide such faculty member with any necessary assistance in applying for such coverage.

§25.7 Disability Insurance

a. The University provides a total disability plan on a non-contributory basis. The plan becomes effective one year from the date of employment and continues through age 65. For occurrences of total disability prior to age 60, coverage will terminate at age 65. For occurrences of total disability beyond age 60, coverage will be provided for five years (less six months waiting period) or until age 70, whichever occurs sooner.

b. Commencing September 1, 1983, the following changes will be made to the aforesaid disability plan: following one year employment and six consecutive months of total disability, a monthly income benefit will be paid equalling 60% of covered monthly salary (1/12th of contract salary) as of the date disability began, but not to exceed $3,000 monthly; the income benefit will be reduced by any income payable from Social Security and/or Workmen's Compensation; and income benefits will be escalated by a 3% annual cost of living adjustment.

§25.8 Travel Insurance

The University provides travel accident insurance containing various benefits of up to $100,000 for death or dismemberment, on a non-contributory basis, for any faculty member who travels for the University on University business, whether locally or long distance. The policy provides 24-hour coverage while in travel status. Coverage does not extend to personal side trips while on University business.

§25.9 Tuition Waiver

a. The present practices with regard to remission of tuition in undergraduate courses for dependent sons and daughters, as defined by the Internal Revenue Code, of full-time faculty members and faculty members who die or are disabled after completing ten years of continuous service at the University, shall apply to the spouse of such faculty members. Said practice shall also apply to the spouse and/or such dependent sons and daughters of full-time faculty members who retire after completing fifteen years of continuous service at the University.

b. Commencing with the spring 1983 semester, tuition remission benefits shall be extended for graduate study (excluding the School of Law) to the spouses, children and dependents, as defined by the Internal Revenue Code, of full-time faculty. Said benefits shall also apply to the spouses, children and dependents, as defined by the Internal Revenue Code, of present and future full-time faculty members who die or are disabled after completing ten years of continuous service at the University, or who retire after completing fifteen years of continuous service at the University. Such remission of tuition for graduate study shall be subject to the terms and conditions set forth in a memorandum to be sent to the faculty.

c. The tuition remission benefits referred to in §25.9(a) and (b) above shall not be granted unless the faculty member and/or the dependent sons, daughters or spouse, makes an application and takes all other further action to obtain all New York State and/or federal awards and/or scholarships, and/or other tuition reimbursements, to the end that the amounts received from those awards and/or scholarships and/or tuition reimbursements inure to the benefit of the University.

§25.10 Life Insurance for Retirees

During the last academic year prior to the faculty member's retirement, a faculty member may apply for continuance after retirement, of the group life insurance benefits in the amount of $5,000. The University will continue such faculty member on the group life insurance rolls to the extent of $5,000 provided that the faculty member pays the full year's

premium in advance. Unless the initial premimum and future annual premiums are paid in advance, the faculty member shall not be entitled to any such insurance coverage.

§25.11 Supplementary Pension

The major terms and conditions of a Supplementary Pension shall be set forth in a Memorandum of Understanding which shall grant present full-time faculty members no lesser supplementary pension benefits than heretofore enjoyed by full-time faculty.

ARTICLE XXVI

RESEARCH LEAVES

§26.1 It is University policy to grant research leaves from instructional and other teacher-related activities when such leaves will result in: (a) the scholarly enrichment and increased professional competence of the faculty member; (b) the faculty member's increased value to the University; (c) the enhancement of the University's reputation in the academic community.

§26.2 A faculty member is eligible for a research leave when the faculty member has completed six full sequential years of instructional service in a given college of the University. One research leave does not preclude a second or third if the time requirement is satisfied. Summer teaching shall not be counted toward the time required to be eligible for a research leave. Hence, twelve continuous semesters of teaching represent the minimum time requirement.

§26.3 The intent of this policy is to grant such leaves, not to make them difficult to obtain. Accordingly, the department and the college will make every reasonable effort to accommodate a qualified faculty member's justified request. In specific instances, it will be the responsibility of the Chairperson of a given department (after consultation with the Departmental Personnel and Budget Committee) and the Dean of the appropriate college to determine what adjustments can be made to facilitate, when possible, the granting of such leaves.

§26.4 The research leave may take either of two forms. The faculty member may be relieved of duties for one full semester with full pay or may be granted a leave of one complete academic year, with half pay. In either case, the faculty member will be paid in equal installments over the time period involved.

§26.5 Since the requirement of six academic years of continuous service, not including summer sessions, represents a minimum, it is not expected that every faculty member will be granted a leave automatically upon completion of this time requirement. It is the duty of the Departmental Personnel and Budget Committee and the Dean to determine how many personnel in a given department may be on leave simultaneously.

§26.6 Criteria To Be Met

a. It is the intent of this policy that research leaves be devoted to scholarly activities, such as the writing of a book, professional

development or research on a professional project. No leave will be granted for the purposes of teaching in another institution; nor will it be granted for mere travel for purely personal reasons.

b. A faculty member requesting a research leave must file with the appropriate Chairperson, and ultimately with the Dean of the college, a complete and precise statement of the purposes of the leave. This statement will include such essentials as the following: (i) the objectives of the leave; (ii) the activities to be undertaken; (iii) the values to be derived not only for the individual but also for the college and/or the University. This statement must be filed two full semesters before the commencement of the leave. Thus, a faculty member desiring to begin a leave of a fall semester must file a petition during the first month of the preceding fall semester.

c. The Chairperson will forward a recommendation of the Departmental Personnel and Budget Committee to the Dean of the college by the end of the semester in which the original request was submitted. The final recommendation is subject to the approval of the Dean and the appropriate Academic Vice President.

d. At the completion of the research leave, the faculty member will submit a complete and accurate report on the results that were achieved. Copies of this report will be forwarded to the Departmental Personnel and Budget Committee and the Dean within three months after the faculty member again resumes teaching assignments. A copy of this report will be placed in the faculty member's official file.

e. The faculty member assumes the obligation to remain in the employ of the University for a minimum of one year after the completion of the faculty member's research leave.

f. A faculty member on research leave shall be entitled automatically to any general salary increase and to any increase in fringe benefits which shall be granted the faculty as a whole.

g. During the period of the research leave, the regular, normal deductions, including those for fringe benefits, from the faculty member's salary shall continue.

ARTICLE XXVII

SICK LEAVES

§27.1 A full-time faculty member who, by reason of sickness or bodily injury (and by reason of "pregnancy" to the extent that pregnancy is legally included within the phrase "sickness or bodily injury") is incapable of performing the regular duties of a faculty member, shall be entitled to a sick leave, with full pay, for a period not to exceed six months. In no event, however, shall the University's payment for sick leave exceed six-twelfths (6/12th) of the faculty member's then prevailing annual contract salary. If said faculty member receives governmental disability benefits and/or workman's compensation benefits during any such period of absence, the faculty member shall be paid the difference between the benefits received and the benefits provided above.

§27.2 A faculty member who requires a sick leave must notify or cause the Dean of the faculty member's college to be notified as soon as possible of the faculty member's illness or bodily injury and the approximate date of expected return to work.

§27.3 (a) A faculty member who seeks a sick leave for more than two weeks is required to submit a medical certificate from the faculty member's physician setting forth the nature of the illness or bodily injury, the diagnosis and prognosis thereof and the approximate date of expected return to work.

(b) After the faculty member submits such certificate, the Administration may request the faculty member to submit to an examination by a physician of the Administration's choice.

(c) If the physician selected by the Administration and the attending physician disagree as to the ability of the faculty member to return to work, the faculty member, at the request of the Administration, shall submit to an examination by a third physician whose name shall be submitted by an impartial medical panel of the Queens County or New York County Medical Society. The decision of such panel physician shall be binding on both the faculty member and the Administration as to the ability of the faculty member to return to work.

§27.4 (a) If the faculty member fails or refuses to submit such certificate or fails or refuses to be examined by a physician selected by the Administration or a panel physician, the faculty member's sick leave compensation from the University shall cease. In such event a determination as to the faculty member's continued employment by the University shall be presented to the faculty member's Departmental Personnel and Budget Committee, which decision shall be subject to review in accordance with the procedures set forth in Article VII [Procedures for Tenure and Promotion].

(b) Each month after the submission of the medical certificate or after any medical examination as set forth above, the faculty member, upon request of Administration, shall be required to submit a further certificate from the faculty member's attending physician and the Administration may request the faculty member to submit to a further examination by a physician selected by the Administration and, where appropriate, by a panel physician. It is expected that such medical examination by the University's physician and/or panel physician shall not occcur more frequently than at one month intervals.

§27.5 If the faculty member fails to return to work after being certified as being able to work by the attending physician or a panel physician, the faculty member's employment at the University shall cease.

§27.6 A faculty member who, after being on sick leave, returns to work may be assigned such duties as are consistent with his/her status as a faculty member (e.g., teaching, advisement, recruitment, preparation of syllabi, etc.)

§27.7 A faculty member on a sick leave shall be entitled automatically to any general salary increase and to any increase in fringe benefits which shall be granted the faculty as a whole. During the period of the

sick leave, the regular, normal deductions, including those for fringe benefits, from the faculty member's salary shall continue.

§27.8 Seniority shall continue and accrue during any such sick leave.

ARTICLE XXVIII

DISABILITY LEAVES

§28.1 In the event, by reason of sickness or bodily injury, a faculty member continues to be incapable of performing the regular duties of a faculty member, after the expiration of sick leave, the faculty member may apply for a disability leave. The disability leave will be granted only if the faculty member qualifies for disability benefits pursuant to the terms and conditions set forth in the Long-Term Disability Plan between the University and the Teacher's Insurance Annuity Association ("TIAA").

§28.2 A faculty member on disability leave shall maintain and accrue seniority for a period of thirty (30) months. At the end of said thirty (30) month period, the faculty member shall no longer accrue seniority and the faculty member's case shall be reviewed by the faculty member's Departmental Personnel and Budget Committee which committee shall determine whether the disabled faculty member's employment at the University shall be terminated. The recommendation of the Departmental Personnel and Budget Committee shall be subject to review in accordance with the procedures set forth in Article VII [Procedures for Tenure and Promotion]. In the event it is determined that the faculty member maintains seniority and the faculty member continues to be disabled, the faculty member's case shall be subject to an annual review in accordance with the foregoing procedure.

§28.3 For the purposes of §25.11 [Supplementary Pension] the period of disability shall not be considered as continuous service and disability benefits during any such period shall not be considered in determining average contract salary.

ARTICLE XXIX

LEAVES OF ABSENCE WITHOUT PAY

§29.1 Professional Leave of Absence

a. A faculty member may be granted, upon the faculty member's request, up to one year's leave of absence without pay, and up to an additional year's leave, without pay and upon further request, for advanced study, research or writing, exchange teaching, government service, travel, or any other professional experience which is related to the faculty member's field of teaching or employment or which will improve the faculty member's professional competence.

b. A faculty member requesting a professional leave of absence must file with the appropriate Chairperson, and ultimately with the Dean of the college, a complete and precise statement of the purposes of the leave. This statement will include such essentials as the following: (i) the objectives of the leave; (ii) the activities to be undertaken; (iii) the values to be derived not only for the individual but also for

the college and/or University. This statement must be filed at least one semester before the commencement of the leave.

c. The Chairperson will forward a recommendation of the Departmental Personnel and Budget Committee to the Dean of the college by the end of the semester in which the original request was submitted. The recommendation of the Departmental Personnel and Budget Committee shall include a provision as to whether seniority shall accrue during the term of the leave. The recommendation is subject to review and recommendation of the Dean and final review and determination by the appropriate Academic Vice President or, in the event that the appropriate Academic Vice President is also serving as the Dean, the Executive Vice President shall make the final review and determination.

d. The faculty member assumes the obligation to remain in the employ of the University for a period equal to that of the professional leave of absence, after the completion of the professional leave of absence.

e. Upon a faculty member's return to full-time teaching at the University, the Administration may place the faculty member at the same position on the salary schedule that the faculty member would have been placed upon had the faculty member taught during the period of the leave. In no event, however, shall the faculty member's annual contract salary be less than his/her annual contract salary immediately prior to the commencement of the leave.

§29.2 Special Leave of Absence

a. A faculty member may be granted, upon the faculty member's request, a leave of absence without pay for a period of one year, and up to an additional year's leave of absence without pay and upon further request, because of serious illness of a member of the faculty member's immediate family or for similar good and sufficient cause.

b. A faculty member requesting a special leave of absence must file with the Departmental Chairperson, and ultimately with the Dean of the college, a complete and precise statement of the purpose of the leave.

c. The Chairperson will forward a recommendation of the Departmental Personnel and Budget Committee to the Dean of the college by the end of the semester in which the original request was submitted. The recommendation of the Departmental Personnel and Budget Committee shall include a provision as to whether seniority shall accrue during the term of the leave. The recommendation is subject to review and recommendation of the Dean and final review and determination by the appropriate Academic Vice President or, in the event that the appropriate Academic Vice President is also serving as the Dean, the Executive Vice President shall make the final review and determination.

d. Upon a faculty member's return to full-time teaching at the University, the Administration may place the faculty member at the same position on the salary schedule that the faculty member would have been placed upon had the faculty member taught during the period of the leave. In no event, however, shall the faculty member's annual contract salary be less than his/her annual contract salary immediately prior to the commencement of the leave.

ARTICLE XXX

RETIREMENT

§30.1 A faculty member shall retire at the end of the year commencing September 1 and ending the following August 31 in which the faculty member attains the 70th birthday.[10]

§30.2 It is understood that a faculty member may retire earlier at the faculty member's option according to the terms and conditions of the retirement plan to be agreed upon between the faculty member and the University. The University shall continue Blue Cross/Blue Shield and Major Medical coverage until age 65 for any tenured faculty member who chooses early retirement.

ARTICLE XXXI

GRIEVANCE-ARBITRATION PROCEDURES

§31.1 Intent

The Administration and the AAUP-FA recognize and endorse the importance of adjusting grievances properly without fear of prejudice or reprisal. Accordingly, the Administration and the AAUP-FA agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances, as hereinafter defined. The orderly processes hereinafter set forth shall be the sole method for the resolution of all complaints and grievances.

§31.2 Definitions and Exclusions

a. A grievance is defined as an allegation by a faculty member, a group of faculty members, or the AAUP-FA that there has been (i) a breach, misinterpretation or improper application of the terms of this Agreement; or (ii) an arbitrary or discriminatory application of or a failure to act pursuant to this Agreement, the Statutes, and practices of the Administration, related to the terms and conditions of employment.

b. The term "grievance" shall not include:

(1) Complaints relating to the merits of the "Removal or Suspension" of faculty members which matters are governed exclusively by Articles 31-36 of the Statutes;

(2) Complaints relating to the merits of appointment, reappointment, promotion, academic freedom and tenure, which matters are governed by the Statutes and practices of the Administration;

(3) Complaints by a Departmental Chairperson on the Chairperson's own behalf exclusively concerning duties of the Chairperson which shall be set forth in the Statutes;

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10. For the purpose of this contract, the 70th birthday is deemed to be on the date usually celebrated as such birthday.

(4) Complaints relating to the provisions of §5.6 [Affirmative Action Program] and Article XXX [Non-Discrimination];

(5) Complaints relating to the removal of a Departmental Chairperson which matters are governed exclusively by Article 37 of the Statutes;

(6) Any other complaint which is not a grievance as defined above.

c. All of the aforesaid complaints shall be resolved pursuant to the Statutes and practices of the Administration. Except with regard to matters referred to in §2.7 and Article XXXII [Non-Discrimination], no individual faculty member or members may seek to enforce any alleged breach of the provisions of this Agreement, whether or not such alleged breach be deemed a "grievance" or a "complaint", in any court of law or equity.

d. A grievance, with the exception of grievances when presented to a Departmental Chairperson, must be stated in writing setting forth the basis therefor, and the remedy requested. Grievances may be filed by a faculty member personally on the faculty member's behalf, or by the AAUP-FA on its behalf, or by the AAUP-FA at the request of a faculty member on his/her behalf.

§31.3 Step I - Departmental or College Level - Grievances By a Faculty Member or the AAUP-FA

Grievances which may be processed under Step I of the grievance procedure are as follows:

a. Grievances by or on behalf of a faculty member

(1) A faculty member may present a grievance in his/her own behalf, or, at the faculty member's request, a grievance may be presented in the faculty member's behalf by the AAUP-FA not later than ten (10) school days following the faculty member's knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.

(2) In the event that a faculty member presents the grievance on his/her own, the AAUP-FA shall be entitled to representation at any hearing and any adjustment of the grievance shall not be inconsistent with the terms of this Agreement.

(3) Informal Presentation

(i) When the grievance concerns a matter which is within the authority of the Chairperson[11] of the department to which the faculty member belongs, it shall first be considered by the Departmental Chairperson. The Chairperson shall communicate his/her decision to the Dean and all other persons concerned as promptly as possible but not later

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11. The parties have entered into a Memorandum of Understanding which provides that the inclusion of Departmental Chairpersons as part of the grievance procedure is without prejudice to the position of the AAUP-FA that Departmental Chairpersons are "Employees" within the meaning of the National Labor Relations Act, as amended.

than five (5) school days after the grievance has been presented to the Chairperson. While oral presentation to Departmental Chairpersons and informal settlement of grievances are encouraged, the Departmental Chairperson may request, in writing, that a written grievance be presented to the Chairperson. Within five (5) school days after receipt of such request, the faculty member shall comply with that request. In the event the grievance is in writing, the Chairperson's decision shall likewise be in writing.

(ii) Any settlement, withdrawal or other disposition of a grievance by a Departmental Chairperson shall not constitute a binding precedent in the disposition of similar grievances.

(4) Formal Presentation

(i) When the grievance concerns a matter which is within the authority of the Dean to whose college the faculty member is assigned (and is not within the authority of the Departmental Chairperson) it shall first be presented to the Dean. The Dean shall communicate the Dean's written decision to all persons concerned as promptly as possible but not later than seven (7) school days after presentation of the grievance.

(ii) An appeal from a decision on a grievance which had been presented to a Departmental Chairperson may be taken to the Dean of the appropriate college within seven (7) school days after the decision of the Departmental Chairperson. The appeal shall be in writing and duly signed by the faculty member and shall specifically state the act or condition and the grounds on which the grievance is based and the reasons the disposition of the grievance is unsatisfactory. The Dean shall communicate the Dean's written decision to all persons concerned as promptly as possible but not later than seven (7) school days after the appeal.

b. Grievances by the AAUP-FA

Grievances by the AAUP-FA at the college level shall be served against the Dean and shall be handled in the same manner, by the same steps and timetable, as set forth in the provisions of Step I relating to formal grievances by or on behalf of a faculty member. Grievances by the AAUP-FA on its own behalf shall be presented to the Dean within ten (10) school days following the time that any member of the Grievance Committee of the AAUP-FA knows or reasonably should have known of the act, event, or commencement of the condition which is the basis of the grievance. The Dean shall communicate the Dean's written decision to the President of the St. John's Chapter of the American Association of University Professors and to the President of the Faculty Association at St. John's University within seven (7) school days after receipt of such grievance.

§31.4 Step II - Central Level - Appeals and Central Grievances by the AAUP-FA

Grievances which may be processed at Step II of this grievance procedure are as follows:

a. Appeals from decisions of a Dean which have been processed in accordance with Step I of the grievance procedure. Such appeals shall be presented to the President or his designee within ten (10) school days

after the delivery of an adverse decision. The appeal shall be in writing and duly signed by the faculty member or the AAUP-FA and shall state specifically the act or condition and the grounds on which the grievance is based and the reasons the disposition of the grievance is unsatisfactory. The President or his designee shall communicate his written decision to the President of the St. John's Chapter of the American Association of University Professors and to the President of the Faculty Association at St. John's University (and where applicable to the aggrieved faculty member) within ten (10) school days after receipt of such appeal.

b. Grievances involving more than a single college. Such grievances shall be presented to the President or his designee by the AAUP-FA within thirty (30) school days following the time that any member of the Grievance Committee of the AAUP-FA knows or reasonably should have known of the act, event, or commencement of the condition which is the basis of the grievance. The President or his designee shall communicate his written decision to the President of the St. John's Chapter of the American Association of University Professors and to the President of the Faculty Association at St. John's University within ten (10) school days after receipt of such grievance.

§31.5 Step III - Arbitration - By the Administration or AAUP-FA

a. Any grievance which has not been resolved at Step II of the grievance procedure may be submitted to arbitration by the AAUP-FA within twenty (20) school days after receipt of an adverse decision in Step II. Any demand for arbitration shall be in writing, shall specify the issue in detail, shall be sent by certified mail to the President of the University, and shall be sent to the New York City office of the American Arbitration Association. An arbitrator shall be chosen pursuant to the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

b. The arbitrator's fees and other expenses of arbitration shall be shared equally by the parties. Expenses of witnesses shall be borne by the party who calls them.

c. Except as otherwise provided herein, arbitration shall take place in accordance with the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

d. The decision of the arbitrator shall be accepted in good faith as final and binding upon the parties. The Administration and the AAUP-FA agree that all arbitration awards shall fully and immediately be complied with. If an arbitration award is questioned, it shall nevertheless be complied with subject to future adjudication but shall not be rendered moot by such compliance provided, however, that any monetary award may be placed in escrow for a reasonable time pending such adjudication and the results thereof.

e. The arbitrator shall limit the arbitrator's decision strictly to the application and interpretation of the provisions of this Agreement and the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or adding to, or subtracting from, or amending, or modifying or varying in any way, the terms of this Agreement or the Statutes or practices of the Administration; this limitation,

however, shall not prohibit the arbitrator from upholding the terms of this Agreement if the same conflicts with any such Statutes or practices of the Administration.

f. Whenever there is a claim of a violation of Article XXXIII [No Strike/No Lock Out] either party may submit the matter to arbitration with a hearing scheduled within seventy-two (72) hours after receipt of notice by the American Arbitration Association. It is agreed that either party may request the American Arbitration Association to submit to both parties, by telephone or telegram, a list of five arbitrators who are available for an immediate hearing. If the parties fail to agree on an arbitrator within forty-eight (48) hours of knowledge of such list, the American Arbitration Association shall select the arbitrator. Knowledge of such list by the AAUP-FA shall be deemed adequate if so communicated to either the President of the St. John's Chapter of the American Association of University Professors or the President of the Faculty Association at St. John's University. The parties shall request the arbitrator to issue the award within forty-eight (48) hours after the conclusion of the hearing.

§31.6 General Provisions as to Grievance and Arbitration

a. At any formal stage in the grievance procedure, the grieving party may elect in writing to have a hearing.

b. The filing or pendency of any grievance under the provisions of this Article shall not prevent the Administration and its representatives from taking the action complained of, subject however, to the final decision on the grievance.

c. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in the grievance procedure may be extended in any specific instance only by mutual written agreement.

d. Wherever written grievances, answers, decision or appeals are required by the formal grievance procedure, they shall be served by certified mail upon (i) the Dean or the President at their campus offices; (ii) the President of the St. John's Chapter of the American Association of University Professors and the President of the Faculty Association at St. John's University at the addresses designated by them respectively, provided, however, that service shall be deemed adequate if received by either of said Presidents; (iii) to a faculty member at the home address on record with the University. Where service is so made by certified mail, it shall be deemed complete upon mailing but the document so served shall be deemed to have been received three (3) days after mailing. Personal service, duly receipted, shall also be adequate service and may be used in lieu of service by mail.

ARTICLE XXXII

NON-DISCRIMINATION

Nothing contained in this Agreement shall prevent any faculty member from bringing before any governmental administrative agency any complaint regarding discrimination with regard to race, creed, color, national origin, age, sex, marital status, or handicap.

ARTICLE XXXIII

NO STRIKE - NO LOCK-OUT

§33.1 The AAUP-FA and the Administration subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP-FA, therefore, agrees that during the term of this Agreement, it shall not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by any of the faculty members covered by this Agreement. This section, if violated, may, in the sole discretion of the Administration, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

§33.2 The Administration agrees that during the term of this Agreement, it shall not lock-out any or all of the faculty members covered by this Agreement. This section, if violated, may, in the sole discretion of the AAUP-FA, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

ARTICLE XXXIV

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XXXV

SUCCESSOR CLAUSE

§35.1 During the term of this Agreement, the terms and conditions of this Agreement, including but not limited to the provisions of Article XIX [Introduction, Reduction or Elimination of Programs] and Article XX [Retention of Employment] shall be binding on the successors, assigns, transferees, etc., of the University.

§35.2 It is recognized that for the purposes of collective bargaining the AAUP-FA is a single legal entity. In the event the St. John's Chapter

of the American Association of University Professors and the Faculty Association at St. John's University merge or consolidate into a single entity for all purposes, irrespective of the name used by that merged or consolidated entity, all of the terms and conditions of this Agreement shall continue to be binding upon such merged or consolidated entity and the Administration as though no such merger or consolidation had taken place.

§35.3 a. In the event the St. John's Chapter of the American Association of University Professors and the Faculty Association at St. John's University merge or consolidate into a single entity, irrespective of the name used by that merged or consolidated entity, the Administration shall, upon appropriate written authorization by at least 100 faculty members, deduct from the wages of said faculty members so authorizing and remit to the merged or consolidated entity, dues and other fees as fixed by the merged or consolidated entity.

b. The merged or consolidated entity referred to in §35.3(a) shall idemnify and save the Administration harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Administration in making payroll deductions in accordance with §35.3(a).

ARTICLE XXXVI

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1982, and shall remain in full force and effect to and including June 30, 1985; provided, however, that upon at least sixty (60) days written notice prior to June 30, 1984, either party shall have the right to reopen this Agreement solely for the purpose of negotiating a change in Salaries (Article XXIV), Fringe Benefits (Article XXV), and Job Security (Memorandum of Understanding, page 50), applicable for the period July 1, 1984 to June 30, 1985, only.

IN WITNESS WHEREOF, we have executed this Agreement as of the day and year first above written.

ST. JOHN'S UNIVERSITY, NEW YORK

By /s/ Joseph T. Cahill, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By /s/ Frederick E. Hueppe
Frederick E. Hueppe, President
St. John's Chapter of the American Association of University Professors

By /s/ Edward J. Miranda
Edward J. Miranda, President
Faculty Association at St. John's University

APPENDIX A

NEW YORK STATE

LABOR RELATIONS BOARD

In the Matter of	:	
ST. JOHN'S UNIVERSITY, NEW YORK	:	
-and-	:	DECISION NO. 12630
FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY	:	
-and-	:	CASE NOS. SE 43696 SE 43727
ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS	:	

O R D E R

AND

CERTIFICATION OF REPRESENTATIVES

Upon the following papers herein:

	Dates
Petition filed by Faculty Association at St. John's University (Case No. SE 43696)	December 22, 1969
Petition filed by St. John's Chapter of the American Association of University Professors (Case No. SE 43727)	January 12, 1970
Agreement for Consent Election	February 6, 1970
Report Upon Secret Ballot	February 27, 1970
Report Upon Secret Ballot (Run-off)	March 24, 1970
Notice of Hearing to determine the validity of certain challenges	April 10, 1970

AND, the Petitioners in Case No. SE-43696 and Case No. SE-43727 having jointly moved in writing filed April 20, 1970 for an Order treating their petitions as a joint petition and certifying them as the bargaining representative of the employees in the appropriate bargaining unit as set forth in the Agreement for Consent Election and the Notices of Election;

AND, the Employer having consented to the granting of the motion,

NOW, THEREFORE, by virtue of and pursuant to the power vested in the New

York State Labor Relations Board by the New York State Labor Relations Act, it is hereby

ORDERED, that the Motion submitted by the Petitioners be, and the same hereby is, granted; and it is further

ORDERED, that the Notice of Hearing to determine the validity of the challenges directed to 23 of the ballots cast at the run-off election, heretofore adjourned sine die, and the same is, withdrawn; and it is hereby

CERTIFIED, that the Faculty Association at St. John's University and St. John's Chapter of the American Association of University Professors have been jointly selected by the majority of the employees casting valid ballots in the run-off election, and that both Unions jointly are the exclusive representative for the purposes of collective bargaining of all full time and regular part time members of the faculty, including but not limited to professional librarians, lecturers, instructors, assistant professors, associate professors, professors, laboratory instructors and research associates (excluding officers such as the President, Assistants to the President, Vice-Presidents, Deans, Associate Deans, Assistant Deans, such directors and coordinators whose primary function is concerned with administration such as the Registrar, Assistant Registrars, Assistants to the Deans, graduate students who may teach as part of their learning progam, coaches and other Athletic Department members, the Law School Faculty and all other job classifications) employed by St. John's University, New York, at its campuses located at Jamaica, Queens and Brooklyn, New York.

Dated: New York, New York
April 22, 1970

[JAY KRAMER]
Chairman

[MARTIN GREENE]
Member

- - - - - - - - - - -
Member

APPENDIX B

The term "Administration" refers to the Board of Trustees of the University and those administrators as defined in Article 5 of the Statutes.

The term "college" and "school" shall be synonymous and shall refer to the various units of educational instruction which comprise the University. For the purposes of this Agreement, the term "college" shall refer to the following colleges and/or schools of the University: St. John's College, College of Pharmacy and Allied Health Professions, College of Business Administration, School of Education and Human Services, St. Vincent's College, Notre Dame College, and the Graduate School of Arts and Sciences. For the purposes of this Agreement, the term "college" shall not be deemed to include the School of Law.

The term "undergraduate college at Staten Island" shall refer to Notre Dame College of St. John's University.

The term "department" and "division" shall be synonymous and shall refer to the various units of educational instruction which comprise the schools and colleges of the University.

The term "adjunct faculty member" shall be synonymous with the term "regular part-time faculty member" referred to in the certification of the collective bargaining representative by the New York State Labor Relations Board and shall refer to those persons who are appointed to a part-time faculty rank and are engaged by the University to devote their time and efforts, less than primarily and principally, to work of instruction or research at the University. Neither the term "adjunct faculty member" nor the term "regular part-time faculty member" includes persons teaching only during the Summer Sessions at the University.

The term "continuing adjunct faculty member" shall refer to an adjunct faculty member (i) who has taught in the fall and spring semesters of the preceding academic year; (ii) one whose specialty is such that the particular course is offered in only one of the two semesters of the academic year and the adjunct faculty member has taught such specialty in the two previous semesters in which the course was offered; or (iii) who, in the opinion of the appropriate Academic Vice President, as a result of past services to the University, should equitably be considered as a continuing adjunct faculty member.

The term "program" refers to any sequence of related courses that may or may not lead to a major.

The term "majority vote" shall be deemed a majority of those present and voting at any meeting at which a quorum is present.

The term "school day" shall refer to a day on which any college in the unit conducts classes.

References to any person, group, committee, department, etc., shall be considered in the plural or the singular, and in the masculine, feminine or neuter, as the context and circumstances may require.

MEMORANDUM OF UNDERSTANDING
REGARDING THE COLLECTIVE BARGAINING AGREEMENT
DATED AS OF JULY 1, 1982

WHEREAS the Institute for Advanced Studies in Catholic Doctrine of St. John's University, New York (the "Pontifical Institute") has been created as a unit of St. John's University, New York; and

WHEREAS the term "members of the faculty" is defined in Article I and Appendix A of the collective bargaining agreement dated as of July 1, 1982; and

WHEREAS the parties have included the members of the faculty of the Pontifical Institute in the bargaining unit represented by the AAUP-FA; and

WHEREAS the present complement of the Pontifical Institute is not presently sufficient to enable said faculty to establish a Personnel Committee;

NOW, THEREFORE, IT IS AGREED THAT:

1. The members of the faculty of the Pontifical Institute are part of the unit represented by the AAUP-FA and shall be subject to all the terms and conditions of the Agreement dated as of July 1, 1982, except as provided below.

2. Until such time as is practicable to establish a Personnel Committee for the Pontifical Institute, all appointments to the faculty of the Pontifical Institute shall be considered and made by the Administration and all applications for reappointment, promotion and tenure shall initially be made to the University Personnel Committee. As soon as practicable, there shall be established a Personnel Committee of the Pontifical Institute which shall consist of the Director of the Pontifical Institute as chairperson and four elected tenured faculty members, and which shall continue to function in the same manner as it did in the past.

ADMINISTRATION OF ST. JOHN'S UNIVERSITY, NEW YORK

By /s/ Joseph T. Cahill, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By /s/ Frederick E. Hueppe
Frederick E. Hueppe
President, AAUP

By /s/ Edward J. Miranda
Edward J. Miranda
President, FA

MEMORANDUM OF UNDERSTANDING
REGARDING THE COLLECTIVE BARGAINING AGREEMENT
DATED AS OF July 1, 1982

WHEREAS the parties have recognized a mutual desire to furthering job security; and

WHEREAS the Administration has indicated its willingness, during the period commencing July 1, 1982, and ending June 30, 1984, to guarantee the job security of all persons tenured as of September 1, 1982;

NOW, THEREFORE, IT IS AGREED THAT:

1. During the period commencing July 1, 1982 and ending June 30, 1984, notice of termination may not be given to faculty members tenured as of September 1, 1982, except that such notice may be given during the 1983-1984 academic year to be effective no earlier than the end of the 1984-1985 academic year.

2. The foregoing provision shall not apply to retirees or to the removal or suspension of any faculty member tenured as of September 1, 1982, pursuant to Articles 31-36 of the 1975 Statutes.

ADMINISTRATION OF ST. JOHN'S UNIVERSITY, NEW YORK

By /s/ Joseph T. Cahill, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By /s/ Frederick E. Hueppe
Frederick E. Hueppe
President, AAUP

By /s/ Edward J. Miranda
Edward J. Miranda
President, FA

MEMORANDUM OF UNDERSTANDING
REGARDING THE COLLECTIVE BARGAINING AGREEMENT
DATED AS OF JULY 1, 1982

WHEREAS the Objectives of St. John's University, New York, provide in part that as "a Catholic University committed to a Christian vision of reality, St. John's hopes to further in its students a deep appreciation of Christian ideals of living and a true sense of Christian responsibility to self and others. Moreover, St. John's hopes to be a locus where the Church is able to reflect upon itself and its mission employing all the resources and scientific techniques of a university in its continued effort, through the medium of free inquiry after truth, to comprehend its nature and its role in God's plan"; and

WHEREAS the parties recognize the institutional commitment of St. John's University, New York, to Catholicism;

NOW, THEREFORE, it is agreed that, notwithstanding any other provision of the Agreement dated as of July 1, 1982, new programs introduced by the Administration relating to the Catholic commitment of the University do not require the procedures set forth in §19.3.

ADMINISTRATION OF ST. JOHN'S UNIVERSITY, NEW YORK

By /s/ Joseph T. Cahill, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By /s/ Frederick E. Hueppe
Frederick E. Hueppe
President, AAUP

By /s/ Edward J. Miranda
Edward J. Miranda
President, FA

MEMORANDUM OF UNDERSTANDING
REGARDING THE COLLECTIVE BARGAINING AGREEMENT
DATED AS OF July 1, 1982

WHEREAS for the purposes of the 1982-1985 collective bargaining agreement the parties have agreed to include departmental chairpersons within the unit represented by the St. John's Chapter of the American Association of University Professors-Faculty Association at St. John's University; and

WHEREAS the Administration has demanded, and through the collective bargaining negotiations, the union has agreed, that chairpersons of departments be included as part of the grievance procedures in the aforementioned collective bargaining agreement;

WHEREAS the Administration in light of the agreement in the preceding paragraph, has agreed that the inclusion of chairpersons of departments within the grievance procedure of the 1982-1985 collective bargaining agreement is not to be regarded as any indication of supervisory status of chairpersons;

NOW, THEREFORE, it is agreed that:

1. The Administration shall not, in any proceeding before an arbitrator, administrative body or court, in any way rely upon the inclusion of departmental chairpersons within the grievance procedure of the 1982-1985 collective bargaining agreement in order to establish the supervisory status of chairpersons.

2. It is the intention of the parties that in the event any issue relating to the status of chairpersons is brought to any arbitrator, administrative body or court, that the inclusion of departmental chairpersons in the grievance procedure of the 1982-1985 collective bargaining agreement shall not be considered as evidence of their status as a "supervisor."

ADMINISTRATION OF ST. JOHN'S UNIVERSITY, NEW YORK

By /s/ Joseph T. Cahill, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By /s/ Frederick E. Hueppe
Frederick E. Hueppe
President, AAUP

By /s/ Edward J. Miranda
Edward J. Miranda
President, FA

MEMORANDUM OF UNDERSTANDING
REGARDING THE COLLECTIVE BARGAINING AGREEMENT
DATED AS OF JULY 1, 1982

WHEREAS the parties recognize that the decision to grant tenure is of such a serious nature and constitutes such a serious commitment that the standards for obtaining tenure at the University should be relatively high and rigorously enforced;

NOW, THEREFORE, IT IS AGREED THAT:

1. Any faculty member who hereafter applies for tenure under the final tenure standards and criteria shall concurrently apply for promotion to the rank of Associate Professor. If tenure is awarded to such faculty member, he/she shall be promoted to the rank of Associate Professor, unless the applicable promotional criteria set forth a time requirement which has not been fulfilled. In the latter event, if tenure is awarded, the promotion to the rank of Associate Professor shall become effective the first day of September following the academic year in which the time requirement for promotion to Associate Professor has been fulfilled.

2. Nothing contained in the foregoing paragraph shall be deemed to: (1) apply to any full-time faculty member who is off probation within the meaning of Article 27 of the 1975 Statutes on or before September 1, 1974; (2) affect the rank of any person who is presently tenured at the University; (3) grant tenure to faculty members who are promoted to the rank of Associate Professor.

3. In any department in which more than sixty percent (60%) of the full-time faculty members in the department are tenured, any application for tenure shall be deemed denied unless approved by a sixty percent (60%) vote of each committee involved. This provision shall not affect the status of any presently tenured faculty member or any faculty member off probation as of September 1, 1981 pursuant to Article 27 of the Statutes.

ADMINISTRATION OF ST. JOHN'S UNIVERSITY, NEW YORK

By /s/ Joseph T. Cahill, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By /s/ Frederick E. Hueppe
Frederick E. Hueppe
President, AAUP

By /s/ Edward J. Miranda
Edward J. Miranda
President, FA

MEMORANDUM OF UNDERSTANDING
REGARDING THE COLLECTIVE BARGAINING AGREEMENT
DATED AS OF JULY 1, 1982

WHEREAS the parties recognize that full-time faculty members who normally teach at the Queens Campus of the University are often assigned courses at the Staten Island Campus; and

WHEREAS the parties recognize that full-time faculty members who normally teach at the Staten Island Campus of the University are often assigned courses at the Queens Campus; and

WHEREAS it is recognized that it is desirable to provide a transportation subsidy to full-time faculty members who normally teach at one campus and who may be assigned courses at the other campus;

NOW, THEREFORE, IT IS AGREED THAT:

1. Full-time faculty members who normally teach at the Queens Campus and are assigned courses to be taught at the Staten Island Campus, and full-time faculty members who normally teach at the Staten Island Campus and are assigned courses to be taught at the Queens Campus shall be granted a transportation subsidy as follows:

   a. Two Hundred Dollars ($200) per semester for those faculty members who teach one day a week at the other campus.

   b. Three Hundred Dollars ($300) per semester for those faculty members who teach two days a week at the other campus.

   c. Four Hundred Dollars ($400) per semester for those faculty members who teach three or more days a week at the other campus.

2. The foregoing provisions shall not apply to teaching in the summer sessions, mini-sessions, Weekend College or other similar sessions or programs.

ADMINISTRATION OF ST. JOHN'S UNIVERSITY, NEW YORK

By /s/ Joseph T. Cahill, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By /s/ Frederick E. Hueppe
Frederick E. Hueppe
President, AAUP

By /s/ Edward J. Miranda
Edward J. Miranda
President, FA

MEMORANDUM OF UNDERSTANDING
REGARDING THE COLLECTIVE BARGAINING AGREEMENT
DATED AS OF JULY 1, 1982

WHEREAS §7.5.a. of the Collective Bargaining Agreement provides inter alia for the participation of various administrators of the University on the University Personnel Committee; and

WHEREAS it is recognized by the parties that the President may, in his sole discretion, substitute other academic administrators for those specified in said section who are or become unable to serve;

NOW, THEREFORE, IT IS AGREED THAT:

In connection with the administrators of the University designated in §7.5.a. of the Collective Bargaining Agreement dated as of July 1, 1982, the President may designate such other academic administrators as he, in his sole discretion, may determine may serve in the place and stead of any of the administrators which have been designated in §7.5.a. who are or become unable to serve.

ADMINISTRATION OF ST. JOHN'S UNIVERSITY, NEW YORK

By /s/ Joseph T. Cahill, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By /s/ Frederick E. Hueppe
Frederick E. Hueppe
President, AAUP

By /s/ Edward J. Miranda
Edward J. Miranda
President, FA

MEMORANDUM OF UNDERSTANDING
REGARDING THE COLLECTIVE BARGAINING AGREEMENT
DATED AS OF JULY 1, 1982

The parties enter into this Memorandum of Understanding to emphasize that the criteria for appointment, reappointment, promotion and tenure, as set forth in the Statutes for the respective schools and colleges, shall be adhered to by the appropriate personnel committees and shall not be affected by any promulgated criteria for graduate teaching.

ADMINISTRATION OF ST. JOHN'S UNIVERSITY, NEW YORK

By /s/ Joseph T. Cahill, C.M.
Very Rev. Joseph T. Cahill, C.M.
President

ST. JOHN'S CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-FACULTY ASSOCIATION AT ST. JOHN'S UNIVERSITY

By /s/ Frederick E. Hueppe
Frederick E. Hueppe
President, AAUP

By /s/ Edward J. Miranda
Edward J. Miranda
President, FA